



**AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
January 7, 2014
9:30 A.M.**

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Prayer**
4. **Approval of Consent Agenda**
5. **Open Forum**
6. **County Judge's Office:**
 - A. **AI-42486** Recognition of Constable Larry Gallardo for being elected Vice-President of Texas Association of Counties' Board of Directors
7. **Executive Officer - Valde Guerra:**
 - A.
 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."
 2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation" and authority to submit letter of engagement
 - B. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
 - 1) Renovations to Former Administration Building 1st and 2nd Floors
 - 2) Update on other ongoing county owned building construction and renovation repair projects
 - 3) Emergency situations occurring since last agenda meeting

- C. **AI-42424** Request by Edinburg Chamber of Commerce for the use of the town square for the 46th Annual Fiesta Edinburg Celebration on Saturday, February 22, 2014 at 10am
- D. **AI-42438** Approval to accept settlement check from Old American Insurance Company in the amount of \$418.13 to settle auto accident with County vehicle. (Sheriff Office)
- E. **AI-42439** Approval to accept settlement check from Fred Loya Insurance Company in the amount of \$1,676.94 to settle auto accident with County vehicle. (Sheriff Office)
- F. **AI-42488** Approval of a Release of Easement in and to the North 10.04 acres out of the NW Corner of Lot 13-9 West Addition to Sharyland, Hidalgo County, Texas

8. Sheriff's Office:

- A. **AI-42436**
 1. Authorization to accept the Grant Adjustment Notice in reference to Operation Stonegarden FY 2012 (4th phase) and authorization for County Judge, as authorized official, to sign (and initial) required documents.
 2. Authorization to pay Overtime reimbursable under the grant terms and conditions.
 3. Approval of Certification of Revenues as certified by the County Auditor for the FY 2012 Operation Stonegarden Grant (4th phase).
 4. Approval to appropriate the budget for Sheriff's Office portion of the FY 2012 Operation Stonegarden Grant (4th Phase) in the amount of \$141,640.82.
 5. Approval to appropriate the budgets for the (12) twelve cities' portion of the FY 2012 Operation Stonegarden Grant (4th phase) in the amount of \$156,680.79.

	City of	4th Phase
1	Alamo	8,090.58
2	Donna	10,616.33
3	Edinburg	39,576.74
4	Hidalgo	11,488.45
5	La Joya	5,114.37
6	Mercedes	6,520.80
7	Mission	10,659.08
8	Palmview	9,835.48
9	Penitas	7,072.38
10	Pharr	27,060.00
11	San Juan	9,415.83
12	Weslaco	11,230.75

	Total	156,680.79
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- B. **AI-42485** Authorization and approval to accept the Grant Adjustment Notice in reference to Operation Stonegarden FY 2011 grant extension and authorization for County Judge, as authorized official, to sign (and initial) required documents.

9. Health & Human Services Department - Eddie Olivarez

- A. **AI-42408** Requesting approval to accept the Immunization Branch - Locals grant contract amendment #2014-000022-01. The purpose of this amendment is:
 - 1.) One word change to the Work Plan / Exhibit, under C-5, fourth bullet under activities section ("over" to "under");
 - 2.) Addition to the Financial Status Report requirements and due dates to the Programmatic Reporting Requirements Section;
 - 3.) Update of the LHD ILA reporting requirements program end date from 05/30/2014 to 05/31/2014.
 The effective date of this amendment is 01/07/14.

- B. **Health Care Funding District:**

- 1. Discussion and/or action, including but not limited to Health Care Funding District and/or Expenditures

- C. **Indigent Health Care Program:**

- 1. Discussion and/or action, including but not limited to Indigent Health Care Program and 1115 Waiver and/or Expenditures

10. IT Department - Renan Ramirez

- A. **AI-42444** Requesting approval of the following claims/invoices with authority for the County Treasurer to issue payment/check after review, audit and processing procedures are completed by the County Auditor.

Invoice Date	Invoice	Vendor	Amount
12/01/13	512 A01-0439	AT & T	\$23,307.56
12/03/13	803358989	AT & T Long Distance	\$221.42

- B. **AI-42443** Health & Human Services Dept:
Approval to process the following ATT invoice as claim with authority for County Treasurer to issue a check after auditing procedures are completed by County Auditor.

Vendor	Account No.	Statement Date	Amount
ATT	805227770	12/03/13	\$66.11

		Total	\$66.11
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11. Elections Administration - Yvonne Ramon:

- A. **AI-42407** 1. Appointment of the Early Voting Ballot Board for the March 4, 2014 Primary Election.
2. Appointment of the Central Counting Station for the March 4, 2014 Primary Election.

12. TX. Agri-Life Extension Services:

- A. **AI-42420** Requesting permission to allow Barbara Storz travel to Mobile, Alabama on January 14-19, 2014 to attend the 2014 Practical Tools and Solutions for Sustaining Family Farms Conference.
- B. **AI-42423** Approval of Proclamation celebrating 100 Years of Texas A&M AgriLife Extension Service in 2014

13. Planning Department - Raul Sesin:

- A. **AI-42427** Discussion and possible action of accepting participation from Blue Sky RGV, LLC (Ramon Saenz Jr.) for road construction of Mile 12 North Rd (Old La Blanca Rd to West of proposed subdivision site) and accept donation deed with survey and metes and bounds

14. Precinct #3 - Comm. Flores:

- A. **AI-42442** Requesting approval to process the following invoices as claims with authority for County Treasurer to issue payment after review, audit, and procedures are completed by County Auditor.

Vendor	Invoice No.	Amount
Mobile Relays Partners, LTD	AIR0032377	\$1170.83
Mobile Relays Partners, LTD	AIR0032223	\$1170.83

15. Budget & Management - Sergio Cruz:

- A. **AI-42437** Public Hearing and Intent to Consider Creation of a County Energy Transportation Reinvestment Zone to receive public comment on the following topics:
 1. The potential boundaries and requirements of a County Energy Transportation Reinvestment Zone (CETRZ), as authorized §222.1071 of the Texas Transportation Code.
 2. Whether or not to create one or more County Energy Transportation Reinvestment Zone (CETRZ), as authorized by law, to promote one or more infrastructure projects to be located within the County to be funded by the CERTZ.

16.

Purchasing Department - Marty Salazar:

Notes:

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Hidalgo County

1. **AI-42466**
 - a. Requesting exemption from competitive bidding requirements under Tx. Local Government Code, Chapter 262, Sections-.024(a)(3)-"an item necessary because of unforeseen damage to public property;", and (7)-"an item that can be obtained from only one source, including"-(D) "captive replacement parts or components for equipment;" and (11) "vehicle and equipment repairs"; (B) films, manuscripts, or books:
 - b. Requesting authority to purchase repairs only (excludes maintenance for vehicles or equipment) for County-owned vehicles and equipments from the vendors identified and detailed revised list attached hereto through the established and approved procedures for the requisition and purchase order process with said authority to extend through December 31, 2015;
 - c. Requesting authority to purchase parts for County-owned vehicles, equipment, heavy equipment and machinery from the vendors identified and detailed revised list attached hereto through the established and approved procedures for the requisition and purchase order process with said authority to purchase through December 31, 2015;
 - d. Requesting authority to purchase books, publications, films and manuscripts as detailed in attachments herein for those applicable Elected Offices, Departments, Programs and/or Agencies as well as Specialized Local Entities through all funding sources;
 - e. Requesting exemption from competitive bidding requirements under Tx. Local Govn.Code, Chapter 262, Section .024(a)(8)(d)"an item of food for Sheriff Office, Adult Detention Facility, aka, County Jail), Texas Agrilife Extension Service including all other Hidalgo County Elected Offices, Departments, Programs and/or Agencies as well as Specialized Local Entities (i.e. Adult & Juvenile) through all funding sources with action valid through December 31, 2015;
 - f. Pursuant to same statute, specifically 262.024(d), action the following:

1. Solicitation of at least three (3) quotes by:
2. Telephone;
3. Written quotations;

g. Set the intervals for the solicitation of quotes for:

1. Current & historic time frame is 30 days;
2. Other as approved _____;

h. Presentation for approval of the proposed draft solicitation quote/bid form including, terms, conditions, requirements, as detailed on Hidalgo County Purchase Order document valid through December 31, 2015.

17.

Closed Session:

Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

- A. Real Estate Acquisition
- B. Pending and/or potential litigation
- C. **AI-42414** C-2135-13-E; Esperanza G. Garcia v. Hidalgo County

18.

Open Session:

- A. Real Estate Acquisition and appropriation for same
- B. Pending and/or potential litigation
- C. **AI-42413** C-2135-13-E; Esperanza G. Garcia v. Hidalgo County

19.

Closed Session:

Commissioners' Court may reconvene into Closed Session for the discussion regarding the agenda items listed

20.

Open Session:

Commissioners' Court may reconvene into Open Session for the discussion regarding the agenda items listed

21.

Adjourn

AI-42486

County Judge's Office 6. A.

CC REGULAR

Meeting Date: 01/07/2014

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Recognition of Constable Larry Gallardo for being elected Vice-President of Texas Association of Counties' Board of Directors

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/03/2014 01:59 PM
Purchasing Department	Monica Badillo	01/03/2014 05:25 PM
Form Started By: Monica Badillo		Started On: 01/03/2014 01:44 PM
	Final Approval Date: 01/03/2014	

AI-42424

Comm. Court Executive Office 7. C.

CC REGULAR

Meeting Date: 01/07/2014

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Request by Edinburg Chamber of Commerce for the use of the town square for the 46th Annual Fiesta Edinburg Celebration on Saturday, February 22, 2014 at 10am

BACKGROUND

Attachments

letter

ins

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/20/2013 04:07 PM
Glinda Pacheco	Glinda Pacheco	12/26/2013 11:38 AM
Purchasing Department	Monica Badillo	01/03/2014 05:25 PM
Form Started By: Monica Badillo		Started On: 12/19/2013 04:25 PM
Final Approval Date: 01/03/2014		



P.O. Box 85 / 602 W. University
Edinburg, TX 78540
(956) 383-4974

November 6, 2013

Honorable Judge Ramon Garcia
Hidalgo County Courthouse
100 E. Cano
Edinburg, TX 78539

Dear Judge Garcia:

On behalf of the Edinburg Chamber of Commerce, I would like to request permission to use the county square for the 46th Annual Fiesta Edinburg Celebration on Saturday, February 22, 2014 at 10:00 a.m. The parade is scheduled to begin at the county square and South on Closner ending at Cats Stadium on East Palm Drive. We will begin setting up at 7:00 a.m.

Thank you in advance for your cooperation. If you have any questions, please call me at 383-4974.

Sincerely,

A handwritten signature in black ink, appearing to read "Letty Gonzalez", written in a cursive style.

Letty Gonzalez
President

AI-42438

Comm. Court Executive Office 7. D.

CC REGULAR

Meeting Date: 01/07/2014

Submitted For: Valde Guerra

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from Old American Insurance Company in the amount of \$418.13 to settle auto accident with County vehicle. (Sheriff Office)

BACKGROUND

DOI: 11/28/13

Acct #: 3-1100-360-00-000-005-0-000

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-360-00-000-005-0-000

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Revenue acct.

Attachments

Old American Insurance Co Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/27/2013 03:37 PM
Manuel Chapa	Manuel Chapa	12/30/2013 10:20 AM
Purchasing Department	Monica Badillo	01/03/2014 05:25 PM
Form Started By: Aida Alvarez		Started On: 12/27/2013 02:18 PM
	Final Approval Date: 01/03/2014	

Claims

Old American Premium
P.O. Drawer 3267
Brownsville, TX 78520
(956) 574-9787

THE FROST NATIONAL BANK
www.frostbank.com
30-009/1140

102701

12/13/2013

PAY TO THE ORDER OF County of Hidalgo Texas

\$**418.13

Four Hundred Eighteen and 13/100***** DOLLARS

County of Hidalgo Texas
PO Box 1356
Edinburg, TX. 78540
Claim#78133
Attn: Safety Dept.
Full & Final PD Settlement

There will be a \$30 fee
for any reissued check

Void After 90 days

Clara M MP

MEMO

⑈ 102701 ⑈ ⑆ 114000093 ⑆ 800344443 ⑈

Pronto General Agency/Claims/Old American Premium

102701

County of Hidalgo Texas
Funds Held In Escrow:Cash+Cks

Claim#78133

12/13/2013

418.13

Frost Claims #800344 Full & Final PD Settlement

418.13

2011 INTUIT INC # 872 1 800 433 6810

PRONTO INSURANCE

RGV

rgv.supplements@prontoinsurance.com

805 Media Luna St.

Brownsville, TX 78521

Phone: (888) 224-7740

Fax: (956) 547-3480

Claim #:
Workfile ID:

78133 CV
fb7a18de

Estimate of Record

Written By: DANIEL MARTINEZ, License Number: 1855293, 12/12/2013 9:57:47 AM
Adjuster: VILLARREAL, SYLVIA, (956) 574-9787 x8150 Evening

Insured: Iris Yolanda Melendez Policy #: Claim #: 78133 CV
Type of Loss: Liability Date of Loss: 11/28/2013 02:30 AM Days to Repair: 0
Point of Impact: 11 Left Front Deductible:

Owner: Hidalgo County
PO BOX 1356
Edinburg, TX 78540
(956) 533-0574 Evening
Inspection Location: 711 E El Cibolo Rd
Edinburg, TX 78542
Non Drive-in
Appraiser Information: rgv.supplements@prontoinsurance.com
Repair Facility:

VEHICLE

Year: 2008 Color: White Int: License: EXEMPT Production Date: 02/2008
NEUTRAL
Make: FORD Body Style: 4D UTV State: TX Odometer: 152101
Model: EXPEDITION 4X2 Engine: 8-5.4L-FI VIN: 1FMFU15518LA58827 Condition: Good
XLT

TRANSMISSION

Automatic Transmission
Overdrive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat

DECOR

Dual Mirrors
Privacy Glass

Console/Storage

Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Rear Window Wiper
Dual Air Condition

RADIO

AM Radio
FM Radio

Stereo

Search/Seek

CD Player

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Front Side Impact Air Bags
Head/Curtain Air Bags

ROOF

Luggage/Roof Rack

SEATS

Cloth Seats

Captain Chairs (2)

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps

TRUCK

Rear Step Bumper
Running Boards/Side Steps

Estimate of Record

2008 FORD EXPEDITION 4X2 XLT 4D UTV 8-5.4L-FI White

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2	R&I	R&I bumper assy	7L1Z17D957BPTM			1.4	
3	**	R&I A/M HEAVY DUTY BUMPER/BUMPER GUARD				1.5	
4	R&I	LT Cover molding	7L1Z16039BPTM			0.2	
5	R&I	RT Cover molding	7L1Z16038BPTM			0.2	
6	*	Rpr LT Cover molding	7L1Z16039BPTM			0.5	0.2
7		Add for Clear Coat					0.1
8	*	Rpr Lower cover paint to match	CL1Z17D957BPTM			2.0	1.4
9		Add for Clear Coat					0.6
10	R&I	License bracket	7L1Z17A385AA			0.2	
11		FRONT LAMPS					
12	R&I	RT Fog lamp assy	AL1Z15200A			0.3	
13	R&I	LT Fog lamp assy	AL1Z15200A			0.3	
14		FENDER					
15	*	Rpr LT Fender liner - REPAIR TAB	7L1Z16103A			0.4	
SUBTOTALS					0.00	7.0	2.3

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			0.00
Body Labor	7.0 hrs @	\$ 38.00 /hr	266.00
Paint Labor	2.3 hrs @	\$ 38.00 /hr	87.40
Paint Supplies	2.3 hrs @	\$ 26.00 /hr	59.80
Subtotal			413.20
Sales Tax	\$ 59.80 @	8.2500 %	4.93
Total Cost of Repairs			418.13
Total Adjustments			0.00
Net Cost of Repairs			418.13

AI-42439

Comm. Court Executive Office 7. E.

CC REGULAR

Meeting Date: 01/07/2014

Submitted For: Valde Guerra

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from Fred Loya Insurance Company in the amount of \$1,676.94 to settle auto accident with County vehicle. (Sheriff Office)

BACKGROUND

DOI: 11/20/13

Acct #: 3-1100-360-00-000-005-0-000

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-360-00-000-005-0-000

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Revenue acct.

Attachments

Fred Loya Insurance Co Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/27/2013 03:39 PM
Manuel Chapa	Manuel Chapa	12/30/2013 10:26 AM
Purchasing Department	Monica Badillo	01/03/2014 05:25 PM
Form Started By: Aida Alvarez		Started On: 12/27/2013 02:24 PM
	Final Approval Date: 01/03/2014	

FRED LOYA INSURANCE AGENCY
FOR LOYA INSURANCE COMPANY

Frost Bank 30-9/1140
Fort Worth, TX

9928711

CLAIMS ACCOUNT
1800 LEE TREVINO
EL PASO, TEXAS 79936

VOID IF NOT PRESENTED FOR PAYMENT WITHIN 6 MONTHS FROM DATE OF ISSUE.

PAY * ONE THOUSAND SIX HUNDRED SEVENTY-SIX DOLLARS & 94 CENTS-----

TO THE ORDER OF HIDALGO COUNTY
PO BOX 1356
EDINBURG TX 78540

1,676.94
CHECK AMOUNT

12/16/13

COMMENTS: PD-PAYMENT FOR DAMAGES TO 2005 FORD FOCUS

CAB



[Handwritten Signature]
AUTHORIZED SIGNATURE

THIS CHECK CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

⑈0009928711⑈ ⑆114000093⑆ 650016756⑈

FRED LOYA INSURANCE AGENCY
FOR LOYA INSURANCE COMPANY
CLAIMS ACCOUNT

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF THE ITEMS DESCRIBED BELOW.
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.

9928711

DATE DRAFT# CLAIM#
12/16/13 9928711 536 20431

POLICY# AMOUNT
66 433776379 1,676.94

INSURED: DINA M LUGO

HIDALGO COUNTY
ATTENTION: SAFETY DEPARTMENT
PO BOX 1356
EDINBURG TX 78540

LOYA INSURANCE COMPANY

RIO GRANDE VALLEY
FOR SUPPLEMENT PLEASE CALL YOUR
HANDLING ADJUSTER
11900 NORTH 26TH ST SUITE 100
Edinburg, TX 78539

Claim #: 536-2043101
Workfile ID: 7871baf6

Estimate of Record

Written By: RUBEN AGUINAGA, 12/16/2013 11:29:39 AM
Adjuster: BELMONTE, CAROLINA, (915) 629-6230 Business

Insured: DINA LUGO Policy #: 1311200829 Claim #: 536-2043101
Type of Loss: Liability Date of Loss: 11/20/2013 07:08 AM Days to Repair: 8
Point of Impact: 01 Right Front Deductible:

Owner:

HIDALGO COUNTY
711 EL CIBOLA RD
EDINBURG, TX 78540
(956) 533-0574 Business

Inspection Location:

COUNTY, HIDALGO
711 EL CIBOLA RD
EDINBURG, TX 78540
Home
(956) 533-0574 Business

Appraiser Information:

raguinaga@fredloya.com
(956) 536-5986

Repair Facility:

VEHICLE

Year: 2005 Color: GREEN Int: GRAY License: BT7-Z606 Production Date: 11/2004
Make: FORD Body Style: 4D SED State: TX Odometer: 157451
Model: FOCUS ZX4 SE Engine: 4-2.0L-FI VIN: 1FAFP34N85W221188 Condition: Fair

TRANSMISSION

Automatic Transmission
Overdrive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors

DECOR

Dual Mirrors
Tinted Glass
Console/Storage
Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Rear Defogger

Keyless Entry

RADIO

AM Radio
FM Radio
Stereo
Search/Seek
CD Player

SAFETY

Drivers Side Air Bag

Passenger Air Bag

SEATS

Cloth Seats
Bucket Seats

WHEELS

Wheel Covers

PAINT

Clear Coat Paint
Metallic Paint

Estimate of Record

2005 FORD FOCUS ZX4 SE 4D SED 4-2.0L-FI GREEN

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2	*	Rpr Bumper cover w/o appearance	6S4Z17D957DA			3.0	1.3
		NOTE: PARTILA REFINISH AN FULL CLEARED.					
3	*	Add for Clear Coat					1.0
4		O/H front bumper				1.9	
5	R&I	RT Cover w/o fog lamps	5S4Z17E810AA			Incl.	
6	R&I	R&I bumper cover	6S4Z17D957DA			Incl.	
		NOTE: ACCESS FOR REPAIRS AN PARTILA REFINISH AN FULL CLEARED.					
7	R&I	LT Cover w/o fog lamps	5S4Z17E811AA			Incl.	
8	#	R&I LICENSE PLATE				0.1	
9		GRILLE					
10	R&I	Grille w/o appearance pkg. chrome	5S4Z8200AAA			0.2	
11	*	Rpr Grille w/o appearance pkg. chrome	5S4Z8200AAA			0.3	
		NOTE: TIME ALLOW TO REPAIR RT SIDE BROCKEN TAB.					
12		FRONT LAMPS					
13	**	Repl A/M AQRP RT Headlamp assy w/o SVT	FO2503210	1	100.00	Incl.	
14	R&I	RT Side marker lamp w/o high intensity	2S4Z15A201AB			Incl.	
15	R&I	LT Side marker lamp w/o high intensity	2S4Z15A201AA			Incl.	
16		RADIATOR SUPPORT					
17	*	Repl LKQ Radiator support +25%	6S4Z8A284AA	1	156.25	4.0	1.3
		NOTE: FRANK AUTO PARTS W JULIAN 956-831-9511.					
18		Evacuate & recharge				m 1.4 M	
19		Refrigerant recovery				m 0.4 M	
20		Add for AC option				m 0.2 M	
21		HOOD					
22	Blnd	Hood	4S4Z16612AB				1.3
		NOTE: ALLOW BLEND DUE TO PAINT CHIP ON EDGE TO RT SIDE.					
23		FENDER					
24	**	Repl A/M CAPA RT Fender	FO1241240PP	1	154.00	1.7	1.8
25		Add for Clear Coat					0.7
26		Add for Edging					0.5
27		FRONT DOOR					
28	Blnd	RT Outer panel	7S4Z5420200A				1.1
29	R&I	RT Belt w'strip	3S4Z5421452AA			0.2	
30	R&I	RT Mirror assy power w/o heated glass	6S4Z17682BA			0.6	
31	R&I	RT Handle, outside black	YS4Z5422404AAA			0.4	
32	R&I	RT R&I trim panel	5S4Z5423942BBA			0.4	

Estimate of Record

2005 FORD FOCUS ZX4 SE 4D SED 4-2.0L-FI GREEN

33	R&I	RT Weatherstrip	7S4Z5421596A	0.3
SUBTOTALS			410.25	15.1
			9.0	

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			410.25
Body Labor	13.1 hrs @	\$ 38.00 /hr	497.80
Paint Labor	9.0 hrs @	\$ 38.00 /hr	342.00
Mechanical Labor	2.0 hrs @	\$ 65.00 /hr	130.00
Paint Supplies	9.0 hrs @	\$ 27.00 /hr	243.00
Subtotal			1,623.05
Sales Tax	\$ 653.25 @	8.2500 %	53.89
Total Cost of Repairs			1,676.94
Total Adjustments			0.00
Net Cost of Repairs			1,676.94

IN ACCORDANCE WITH ARTICLE 1952.301 TO 1952.307 OF THE TEXAS INSURANCE CODE, PLEASE BE ADVISED THAT AN INSURER MAY NOT DIRECTLY OR INDIRECTLY SPECIFY THE BRAND, AGE, VENDOR, SUPPLIER OR CONDITION OF PARTS OR PRODUCTS THAT MAY BE USED TO REPAIR THE VEHICLE. THE INSURER MAY NOT LIMIT THE BENEFICIARY OR THIRD PARTY CLAIMANT FROM SELECTING A REPAIR PERSON OR FACILITY TO REPAIR DAMAGES TO THE MOTOR VEHICLE.

This estimate may have been based on the use of crash parts supplied by a source other than the manufacturer of your vehicle. ANY WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE PARTS, RATHER THAN BY THE ORIGINAL MANUFACTURER OF YOUR VEHICLE. The fact that this estimate has been prepared does not, in any way, expressly or implied confirm the existence any insurance coverage or acceptance of any claim for which this estimate has been prepared. If repairs are completed in accordance with this estimate the repairer must adhere to all manufacture specifications for completing repairs. This is not an authorization for repair and the appraiser or adjuster does not have the authority to authorize repairs. Authorization to repair can only be made by the owner of the vehicle.

IF ADDITIONAL DAMAGES RELATED TO THIS ACCIDENT ARE FOUND PLEASE CALL THE ADJUSTER AT THE NUMBER LISTED AT THE TOP OF THIS ESTIMATE. PLEASE BE AWARE THAT WE WILL NOT PAY FOR ANY ADDITIONAL DAMAGES THAT WE HAVE NOT INSPECTED AND/OR APPROVED.

AI-42488

Comm. Court Executive Office 7. F.

CC REGULAR

Meeting Date: 01/07/2014

Submitted For: Steve Crain

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of a Release of Easement in and to the North 10.04 acres out of the NW Corner of Lot 13-9 West Addition to Sharyland, Hidalgo County, Texas

BACKGROUND

Steve Crain will provide documents to court.

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No Budgetary Impact.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/03/2014 02:28 PM
Sylvia Solis	Sylvia Solis	01/03/2014 03:54 PM
Purchasing Department	Monica Badillo	01/03/2014 05:25 PM
Form Started By: Monica Badillo		Started On: 01/03/2014 02:20 PM
	Final Approval Date: 01/03/2014	

CC REGULAR**Meeting Date:** 01/07/2014**Submitted By:** Maria Del Rosario Gonzalez,
SHERIFF DEPT.**Department:** SHERIFF DEPT.**Information****CAPTION**

1. Authorization to accept the Grant Adjustment Notice in reference to Operation Stonegarden FY 2012 (4th phase) and authorization for County Judge, as authorized official, to sign (and initial) required documents.
2. Authorization to pay Overtime reimbursable under the grant terms and conditions.
3. Approval of Certification of Revenues as certified by the County Auditor for the FY 2012 Operation Stonegarden Grant (4th phase).
4. Approval to appropriate the budget for Sheriff's Office portion of the FY 2012 Operation Stonegarden Grant (4th Phase) in the amount of \$141,640.82.
5. Approval to appropriate the budgets for the (12) twelve cities' portion of the FY 2012 Operation Stonegarden Grant (4th phase) in the amount of \$156,680.79.

	City of	4th Phase
1	Alamo	8,090.58
2	Donna	10,616.33
3	Edinburg	39,576.74
4	Hidalgo	11,488.45
5	La Joya	5,114.37
6	Mercedes	6,520.80
7	Mission	10,659.08
8	Palmview	9,835.48
9	Penitas	7,072.38
10	Pharr	27,060.00
11	San Juan	9,415.83
12	Weslaco	11,230.75
	Total	156,680.79

BACKGROUND

On 4/2/13, Commissioners' Court approved the acceptance of the FY 2012 Operation Stonegarden Grant (1st phase) from the Department of Homeland Security, FEMA (AI#37958).

SAA Award No. 12-GA-48215-04

Federal Grant Award No. EMW-2012-SS-00018-S01

Grant Operation: Date is from 9/1/12 to 2/28/14.

Constable Offices: Precincts 2,3, and 4

Cities: Alamo, Donna, Edinburg, Hidalgo, La Joya, Mercedes, Mission, Palmview, Penitas, Pharr, San Juan and Weslaco.

Appropriation of Phase 4 (\$314,447.37) has been now added to Phase 3 (\$1,785,359.59) for total on Grant Adjustment Notice (GAN) which is \$2,099,806.96.

On 9/10/13, Commissioners' Court approved the execution of the FY 2012 Operation Stonegarden Grant Sub-Recipient Interlocal Agreements between Hidalgo County and the respective cities. (AI# 40384).

Appropriations of the respective three (3) constable offices budgets (totaling \$16,125.76) will be submitted at a later date.

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1284-421-00-280-047-5-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Approval of appropriation of funds for the FY 2012 Operation Stonegarden Grant (4th phase) in the amount of \$141,640.82 for Hidalgo County Sheriff's Office.

Hidalgo County Sheriff's Office, Expense Acct. # 4-1284-421-00-280-047-5-XXX, Revenue Acct. # 4-1284-331-12-280-047-5-000

No local match is required.

Expenditures for Health and Life to be reclassified to general fund Sheriff's Office budget.

FISCAL YEAR: 2014

ACCT. #: 4-1284-480-00-280-XXX-5-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Approval of appropriation of funds for the FY2012 Operation Stonegarden Grant (4th phase) for the following:

	City of	Expense Acct. #	Revenue Acct. #	Amount
1	HCSO	4-1284-421-00-280-047-5-XXX	4-1284-331-12-280-047-5-000	\$141,640.82
2	Alamo	4-1284-480-00-280-070-5-XXX	4-1284-331-12-280-070-5-000	\$ 8,090.58
3	Donna	4-1284-480-00-280-048-5-XXX	4-1284-331-12-280-048-5-000	\$ 10,616.33
4	Edinburg	4-1284-480-00-280-088-5-XXX	4-1284-331-12-280-088-5-000	\$ 39,576.74

5	Hidalgo	4-1284-480-00-280-049-5-XXX	4-1284-331-12-280-049-5-000	\$ 11,488.45
6	La Joya	4-1284-480-00-280-050-5-XXX	4-1284-331-12-280-050-5-000	\$ 5,114.37
7	Mercedes	4-1284-480-00-280-072-5-XXX	4-1284-331-12-280-072-5-000	\$ 6,520.80
8	Mission	4-1284-480-00-280-054-5-XXX	4-1284-331-12-280-054-5-000	\$ 10,659.08
9	Palmview	4-1284-480-00-280-051-5-XXX	4-1284-331-12-280-051-5-000	\$ 9,835.48
10	Penitas	4-1284-480-00-280-074-5-XXX	4-1284-331-12-280-074-5-000	\$ 7,072.38
11	Pharr	4-1284-480-00-280-053-5-XXX	4-1284-331-12-280-053-5-000	\$ 27,060.00
12	San Juan	4-1284-480-00-280-076-5-XXX	4-1284-331-12-280-076-5-000	\$ 9,415.83
13	Weslaco	4-1284-480-00-280-078-5-XXX	4-1284-331-12-280-078-5-000	\$ 11,230.75
			TOTAL	\$298,321.61

Attachments

OPSG 2012 Phase 4 GAN

Backup

ALAMO BA

DONNA BA

EDINBURG BA

HIDALGO BA

LA JOYA BA

MERCEDES BA

MISSION BA

PALMVIEW BA

PENITAS BA

PHARR BA

SAN JUAN BA

WESLACO BA

bud amend

Certification of Revenue

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/27/2013 04:56 PM
Budget & Management	Debbie Tamez	12/30/2013 01:41 PM
Obdett Calzada	Obdett Calzada	01/03/2014 04:00 PM
Purchasing Department	Monica Badillo	01/03/2014 05:25 PM
Form Started By: Maria Del Rosario Gonzalez		Started On: 12/27/2013

Final Approval Date: 01/03/2014



Texas Department of Public Safety

2012 Grant Adjustment Notice

for
Hidalgo County

Date of Award

December 16, 2013

1. Sub-Recipient Name and Address

2. Prepared by: Lara, Pete H.

3. Award Number: 12-GA
48215-04

Judge Ramon Garcia
Hidalgo County
302 W. University
Edinburg, TX 78539

4. Federal Grant Information

Federal Grant Title: Homeland Security Grant Program

Federal Grant Award Number: EMW-2012-SS-00018-S01

Date Federal Grant Awarded to TxDPS: September 1, 2012

Federal Granting Agency: Department of Homeland Security
FEMA Grant Programs Directorate

5. Award Amount and Grant Breakdowns

**OPSG Award Amount
(Federal)**

CFDA: 97.067

\$2,099,806.96

NOTE: Match requirement details can be found in the federal guidance for the grant named in Box 4 above.

Grant Period:

FROM:

Sep 1, 2012

TO:

Feb 28, 2014

(The SAA Must receive all invoices by the end of grant period)

6. Statutory Authority for Grant: This project is supported under the Department of Homeland Security Appropriations Act of 2010 (Public Law 111-83).

7. Method of Payment: Primary method is reimbursement.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred, suspended, proposed for debarment, en_US declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at <http://www.epls.gov.2.8.9029.0>

9. Agency Approval

Approving TxDPS Official:

Machelle Pharr, Deputy Assistant Director
State Administrative Agency
Texas Department of Public Safety

Signature of TxDPS Official:

10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official:

Signature of Sub-Recipient Official:

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:

12. Date Signed :

13. DUE DATE: **January 30, 2014**

Signed award and Direct Deposit Form (if applicable) must be returned to TxDPS on or before the above due date.

Rosie

From: Deborah Fischer [deborah.fischer@auditor.co.hidalgo.tx.us]
Sent: Wednesday, December 18, 2013 4:18 PM
To: Richard.Ozuna@hidalgo.org; 'Gabriel Castaneda'; 'Rosie'
Cc: Hector Sandoval
Subject: FW: Grant Adjustment Notice has been RELEASED for Hidalgo County
Importance: High
Attachments: GAN_12-GA_48215-04.pdf; 14-MCAMCA-10-030 Version 0.pdf; FY12 Approval Texas - Hidalgo 14-MCAMCA-10-030 V0.pdf

Good afternoon Commander Castaneda/Captain Ozuna/Rosie,

Please find the attached documents with the approved Ops Order for 2012 OPSG Phase IV, letter from FEMA and the GAN from the SAA adding the additional funding of \$314,447.37 for phase IV. Please prepare an agenda items for CC to accept the GAN for the additional funds.

Please note the following date discrepancies in the documentation. The OPS order was submitted with a date ending 3/31/14; however, there was a date error in the letter from FEMA showing and ending date of 3/31/13. I have sent the letter to Mario Garza with a request for the error to be corrected. In addition, please note that the 2012 OPSG grant performance period ends on 2/28/14 which is one month before the OPS order date. The OPS order should have been submitted with the date of 2/28/14 since operations cannot extend past the ending date of the grant. I have contacted the state on these due date discrepancies and they have verified that the 2012 OPSG grant performance end date is 2/28/14 and will not be extended past this date. When we reach the 2/28/14 date, we can request an extension for additional time but the OPS order DOES NOT EXTEND THE PERFORMANCE PERIOD AT THIS TIME.

Please let me know if you have any questions.

Thanks,

Deborah L Fischer

Grant Accounting Supervisor
 Hidalgo County Auditor's Office
 2808 S. Business HWY 281
 Edinburg, TX 78539

Phone (956) 318-2511 Ext. 4670

Fax (956) 318-2577

deborah.fischer@auditor.co.hidalgo.tx.us



A Grant Adjustment Notice (GAN) has been **RELEASED** by the SAA or Region for Hidalgo County - 2012:

Subgrantee: Hidalgo County
GAN Type: 2012 Grant Adjustment
GAN Date: 16-Dec-13
Due Date: 30-Jan-14

OPSG

Original Amount: \$1,785,359.59

New Amount: \$2,099,806.96

12/27/2013

Delta: \$314,447.37

Project Adjustment Details	Grant Name	From Amount	To Amount	Delta
Hidalgo County SO - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	\$870,922.45	\$1,012,563.27	\$141,640.82
Hidalgo County Constable Pct. 2 - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	\$9,442.02	\$12,589.36	\$3,147.34
Hidalgo County Constable Pct. 3 - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	\$21,232.87	\$28,310.50	\$7,077.63
Hidalgo County Constable Pct. 4 - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	\$17,702.37	\$23,603.16	\$5,900.79
City of Alamo PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	\$39,119.72	\$47,210.30	\$8,090.58
City of Donna PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	\$31,849.00	\$42,465.33	\$10,616.33
City of Edinburg PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	\$118,730.25	\$158,306.99	\$39,576.74
City of Hidalgo PD - Support International Border and Waterway Security	2012 OPSG	\$134,465.36	\$145,953.81	\$11,488.45
City of La Joya PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	\$15,343.15	\$20,457.52	\$5,114.37
City of Mercedes PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	\$43,836.85	\$50,357.65	\$6,520.80
City of Mission PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	\$159,864.53	\$170,523.61	\$10,659.08
City of Palmview PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	\$29,506.44	\$39,341.92	\$9,835.48
City of Pharr PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	\$132,636.71	\$159,696.71	\$27,060.00
City of Penitas PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	\$21,217.11	\$28,289.49	\$7,072.38
City of San Juan PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	\$61,399.62	\$70,815.45	\$9,415.83
City of Weslaco PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	\$78,091.14	\$89,321.89	\$11,230.75

**Reason for
GAN:** Funds added

Attached is a copy of the required GAN paper work. Please print a copy, have the appropriate individual sign where designated and return the signed copy to the return address on the GAN. (Retain a copy of the signed document for your records.)

If you have any questions concerning this e-mail please contact the SAA.

NOTE: The GAN process is not complete until the SAA receives a signed copy of this GAN. All activities on this grant are frozen until the GAN is completely processed. Please attend to this matter as soon as possible.

Texas Domestic Preparedness Assessment



FEMA

FY2012 OPSG Approval Texas – Hidalgo 14-MCAMCA-10-030 V0

December 10, 2013

Arturo Mendez
Texas Homeland Security State Administrative Agency
PO Box 4087
Austin, TX 78773

Dear Mr. Mendez:

Please be advised that, based on the Department of Homeland Security, Federal Emergency Management Agency's (FEMA) Operation Stonegarden Grant Program (OPSG) guidelines and special conditions associated with this program, the below referenced Operations Order is approved:

Operations Order No: 14-MCAMCA-10-030 V0
Fiscal Year: 2012
Amount Approved: \$314,447.37
Operations Order Dates: 12/1/2013 to 3/31/2014
Recipient: Hidalgo County, Texas

Expenditures from the Operations Order that were reviewed and approved by FEMA and U.S. Customs and Border Protection/Border Patrol (CBP) include: overtime and fringe costs. These expenses will assist the County in conducting border centric, intelligence driven operations with the goal of reduction or elimination of threat, risk and vulnerability along our Nations' borders.

Please find the below special conditions associated with OPSG and retain this letter for your grant files. If you have any questions, please feel free to contact me at (202) 786-9668.

Sincerely,

Corey Walz

Corey Walz
Program Analyst
U.S. Department of Homeland Security
Federal Emergency Management Agency
Grant Programs Directorate

Cc: U.S. Customs and Border Protection/ Border Patrol

The following Special Conditions are associated with this Operation Stonegarden award:

1. Construction and construction-type activities are prohibited.
2. Lethal or less than lethal forces including, but not limited to: weapons, firearms, ammunition and tasers are prohibited.
3. Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE)* of *Homeland Security Act* (Public Law 110-412), the sum of all personnel related expenses shall not exceed 50% of the recipient's allocation without first obtaining a waiver from the FEMA Administrator.
4. All participating agencies shall monitor, review and track expenditures of OPSG funds under individual Operations Orders issued. Participating agencies shall not obligate, and/or encumber OPSG grant funds beyond the total of their allocation issued by FEMA.
5. The Operations Order has been reviewed and approved under the Environmental and Historic Preservation Program (EHP) guidelines as being categorically excluded from further EHP review.
6. Recipients must submit a letter of justification for all proposed vehicles or equipment items in excess of \$100,000. This justification will be reviewed by CBP and FEMA.

OPSG Operations Order Worksheet

Date Received from the Field:	11/25/13
Date the Operations Order was Worked by OBP Ops:	11/27/13
Operations Order Number:	14-MCAMCA-10-030 Version 0
Operation start date:	12/01/2013



County:	Hidalgo	Grant Year:	2012
State:	Texas		
Sector:	Rio Grande Valley	FY Award Amount/Balance:	\$0.00
Does the OpOrder OT Request Exceed 50% of the award? (Letter is needed if OT is over 50% because of Price Act):	Yes	Overtime:	\$293,855.25
		Fringe:	\$0.00
		Equipment:	\$0.00
		Fuel:	\$0.00
		Maintenance:	\$0.00
		Mileage:	\$20,592.12
		Travel:	\$0.00
		County M&A:	\$0.00
		Total	\$314,447.37

NOTES: None

Reviewed by: Kevin Wiley AC - Ops East/Central

Op. approved by: David Phillips (A) Associate Chief STC - Ops East/Central

4th Tacical Period Hidalgo County 14-MCAMCA-10-030 V 0

Kicked Back?:	Yes
Date of Kick Back:	11/27/2013
Reason for Kick Back:	Missing Documentation
Date Returned from the Field:	11/27/2013
Kicked Back a Second Time?:	N/A

NOTES:

**U.S. Department of Homeland Security
Bureau of Customs and Border Protection
Operations Order Report**

Op Order Name: OPSG OO TX Hidalgo FY12 4th Tactical Period
Op Order Number: 14-MCAMCA-10-030 Version 0
Op Dates: From: 12/1/2013 **To:** 3/31/2014
Report Date: 11/5/2013

Executive Summary

The Sheriff's Office maintains a collaborative working relationship with all local, state, and/or federal authorities. The Hidalgo County Sheriff's Office, as a participating entity with Operation Stonegarden 2012, with the assistance of the fifteen participating law enforcement agencies will increase enforcement efforts along identified routes of ingress and egress to include (but not limited to) U.S. Highways, 107, 281, and Expressway 83. Intelligence information, to include prior statistical data, indicates that these are the primary routes utilized by the criminal element to further their illegal entry and smuggling activities to locations within the United States. The participation of these agencies, made possible by funding through OPSG, will significantly impact the ability of criminal organizations to operate within the Rio Grande Valley Sector area of responsibility (AOR). The enhanced enforcement posture will strengthen border security by providing a stronger defense in depth mechanism.

I. SITUATION

A. General Situation:

Hidalgo County is located within the area of responsibility of the Rio Grande Valley Sector, Weslaco/McAllen Border Patrol Stations. Hidalgo County's is the eighth largest county in the State of Texas and consist of 1,569 square miles and shares approximately 75 miles of international border with the Republic of Mexico, jurisdiction includes a number of ingress/egress routes that lead to and from the immediate southern international boundaries/Rio Grande River border area. Additionally, the County's jurisdiction includes a number of Ports of Entries, Progreso, Donna, Pharr, Hidalgo, Los Ebanos (manual ferry/barge crossing) and Mission, numerous major thoroughfares ways such as U.S. Expressway 83 which runs parallel east and west along the Rio Grande River, U.S. 281 which leads in and out of the County in a north and south direction plus numerous highly traveled arteries. Hidalgo County is located between Cameron County on the east, Starr County to the west, and Jim Hogg and Willacy County to the North. Hidalgo County's population according to the 2010 U.S. Census was 797,810; rural population consists of over 237,000.

Hidalgo County Sheriff's Office consists of two major divisions, detention and law enforcement. The detention facility which houses 1,200 inmates is staffed by 337 certified detention officers, law enforcement division consist of 279 certified law enforcement personnel, combined total of 616. In addition, HCSO has a civilian support staff which consists of 146 personnel. Hidalgo County is unique in comparison with other counties within Texas. Hidalgo County consists of

twenty local municipalities each having its own law enforcement entity, plus four (precincts) Constables Office. Hidalgo County Sheriff's Office currently has fifteen (15) LEAs participating in Operation Stonegarden 2012.

B. Terrain/Weather:

Hidalgo County comprises 1,569 square miles (4,130 km²) of the Rio Grande delta. The northern part of the county has sandy and light loamy soils over deep reddish or mottled, clayey subsoils, in some areas limestone lies within forty inches from the surface. The southern part of the county has moderately deep to deep loamy surfaces over clayey subsoils. Along the Rio Grande brown to red clays occur. Hidalgo County is in the South Texas Plains vegetation area, which features grasses, mesquite, live oaks, and chaparral. The climate is subtropical and sub-humid. Temperatures range from an average low of 47 °F/8 °C in January to an average high to 96°F/36°C in July; the average annual temperature is 73°F/23°C. Rainfall averages 23 inches (580 mm) a year, and the growing season lasts for 320 days of the year.

C. Criminal Element:

Organized Criminal organization both in Mexico and in United States soil use identified routes of ingress and egress through Hidalgo County to include (but not limited to) U.S. Highways 107, 281, and Expressway 83, to further their criminal enterprise. Intelligence information, to include prior statistical data, indicates that these are the primary routes utilized by the criminal element to further their illegal entry and smuggling activities to locations throughout the United States.

D. Friendly Forces:

FEDERAL

- U.S. Border Patrol
- CBP Office of Field Operations
- Immigration and Customs Enforcement
- Federal Bureau of Investigation
- Drug Enforcement Administration
- Alcohol, Tobacco, Firearms, and Explosives
- U.S. Marshall's Service

STATE

- Texas Department of Public Safety
- Texas Parks and Wildlife

LOCAL

- Hidalgo County Sheriff's Office
- Hidalgo County Constable PCT 2
- Hidalgo County Constable PCT 3
- Hidalgo County Constable PCT 4
- Alamo Police Department
- Donna Police Department
- Edinburg Police Department

- Hidalgo Police Department
- La Joya Police Department
- Mercedes Police Department
- Mission Police Department
- Palmview Police Department
- Peñitas Police Department
- Pharr Police Department
- San Juan Police Department
- Weslaco Police Department

II. MISSION

The mission of the Hidalgo County Sheriff's Office along with fifteen participating law enforcement agencies will be to provide an enhanced high law enforcement visibility and capability within each LEA jurisdictional specific areas of responsibilities and strategic points within, that will substantially increase the probability of identification and/or apprehension of criminal elements operating within the same. The Sheriff's Office and fifteen participating LEA will accomplish this mission by working with identified agencies that include the U.S. Border Patrol, the Texas Department of Public Safety, and any other State or Federal law enforcement entity.

Funding obtained through OPSG 2012 will be utilized to accomplish a high visibility enforcement presence that will detect, deter and/or interdict criminal and/or terrorist activity occurring in and/around Hidalgo County. This will be accomplished through utilization of overtime as a force multiplier, operational cost such as fuel or mileage, and acquisition of specialized equipment and vehicles.

III. EXECUTION

A. Management/Supervisor Intent:

Hidalgo County and the participating local agencies will enforce local/state laws within their jurisdiction and will not enforce immigration laws on behalf of CBP/Border Patrol. Each participating agency will conduct enforcement activities that have a nexus and contribute to border security.

Through collaboration with participating agencies, targeted areas of the county will increase the capability to prevent, protect against, and respond to border security issues. The collective collaboration of the participating agencies will provide an opportunity for intelligence based operations and further refinement of deployment strategies.

B. General Concept:

Through OPSG 2012 approved funding, participating agencies will enhance their current deployment capabilities through expenditure of overtime and equipment acquisition. Deployment strategies will be adjusted based on intelligence information and historical data that supports the need for increased operations within certain areas of the county. Intelligence liaisons between the U.S. Border Patrol, Weslaco and McAllen Station and the participating agencies, will facilitate the exchange of information to ensure resource deployments are consistent with

current and developing intelligence information. The Operation will center its efforts around the prevention, detection and interdiction of crimes and criminals who have a border security nexus. Operation Stonegarden does not authorize extension of Federal authority to State or local law enforcement agencies to enforce Federal immigration laws. When Federal immigration violations are encountered, state and local agencies may refer those violations to the Border Patrol for appropriate action.

It is critical that U.S Customs and Border Protection (CBP) provide a coordinated and seamless multi-agency enforcement effort to interdict all threats against national security, while simultaneously developing information and intelligence to mitigate future threats. As directed by Rio Grande Valley (RGV) Sector, Operation Stonegarden (OPSG) agencies will deploy personnel on OPSG overtime funding to specific geographic areas in order to support border security operations. Outbound Operations are designed to provide a coordinated and seamless multi-agency enforcement effort to interdict all threats against national security. This is accomplished through the gathering and sharing of intelligence to create a common operating picture and enhance situational awareness.

This is an intelligence-driven Homeland Security Operation designed with a forward-reaching, pre-emptive strategy to detect, prevent, and deter all potential threats from utilizing the ports of entry to further their illicit activities. The ports of entry are the last opportunity to interdict any crime that may have been committed in the U.S. and the primary mission of outbound operations is to detect violators as they attempt to smuggle weapons and illegal proceeds out of the country.

Violators will be apprehended, questioned and prosecuted by OFO, with the assistance of OPSG resources. Supplanting normal activities is not allowed and will not be reimbursed. As with all OPSG deployments, a direct nexus to supporting the border security efforts must be illustrated. Outbound operations should only be intermittent unless in support of RGV as a part of a specific named operation.

In support of operations in RGV, the integration of OPSG will serve as a key component in increasing the RGV's operational abilities in support of outbound operations in Hidalgo County which encompasses the Hidalgo, Pharr, Anzalduas, Donna and Progreso Ports of Entry (POE) during the period specified by this operation order. A "Jump Team" consisting of CBPOs, BPAs, and OPSG assets will be established to provide coverage to the POEs. OPSG's manpower commitment will be minimal and will not affect normal operations. OPSG assets will return to 2nd tier operations as the Jump Team fluctuates between ports (various local municipalities). OPSG assets will respond and integrate into outbound inspections corresponding to the agency's municipality limiting the reduction of resources in the field. Enhanced outbound operations will be inspecting 100% of all passengers in targeted vehicles to identify any possible Transnational Criminal Organization (TCO) associations and focus on identified targets that are exploiting the POEs.

All participating officers will receive proper training on daily operations, traffic hazards as to assignments and awareness of carbon monoxide gases from

Office of Field Operations (OFO) Customs and Border Protection Officers (CBPOs) prior to deployment to Outbound Operations. Daily consideration will be given to existing weather conditions, with officer safety being paramount, should any inclement weather arise.

C. Specific Responsibilities:

1. Hidalgo County Sheriff's Office (HCSO):

Increase law enforcement presence/patrol activity in the area surrounding Weslaco and McAllen Border Patrol Stations' Critical Transit Nodes (Expressway 83, Highway 281, and Military Highway 281). During OPSG 12 HCSO will provide six (6) uniformed deputies in marked vehicles to actively patrol US Expressway 83, Highway 281, Military Highway 1016, FM 492, Loop 374, FM 886, FM 2221, State Highway 107, FM 1925 and corridors between the Border Patrol checkpoints and border egress routes including, FM 907, FM 2812, FM 681, FM 1015, FM 491, FM 88, FM 493, FM 186, FM 1017, and FM 490. HCSO uniformed personnel will enforce state law and local ordinances against violators in the target areas to help reduce criminal activity associated with drugs, human, weapons and U.S. Currency smuggling and any and all criminal activity that places our citizens at risk of endangerment.

2. Hidalgo County Constable Precinct 2:

Increase law enforcement presence/patrol activity in the area surrounding Weslaco and McAllen Border Patrol Stations' Critical Transit Nodes (Expressway 83, Highway 281, and Military Highway 281). During OPSG 12 Hidalgo County Precinct 2 Constable's Office will provide one (1) uniformed deputy in a marked vehicle to actively patrol the Precinct 2 area and will assist the Hidalgo County Sheriff's Office to patrol the approximately 75 miles of US/ Mexico Border.

3. Hidalgo County Constable Precinct 3:

Increase law enforcement presence/patrol activity in the area surrounding Weslaco and McAllen Border Patrol Stations' Critical Transit Nodes (Expressway 83, Highway 281, and Military Highway 281). During OPSG 12 Hidalgo County Precinct 3 Constable's Office will provide 6 (six) uniformed deputies in marked vehicles to actively patrol the Precinct 3 area and will assist the Hidalgo County Sheriff's Office to patrol the US/ Mexico Border that is in the Precinct 3 area.

4. Hidalgo County Constable Precinct 4:

Increase law enforcement presence/patrol activity in the area surrounding Weslaco and McAllen Border Patrol Stations' Critical Transit Nodes (Expressway 83, Highway 281, and Military Highway 281). During OPSG 12 Hidalgo County Precinct 4 Constable's Office will provide two (2) uniformed deputies in marked vehicles to actively patrol the Precinct 4 area and assist the Hidalgo County Sheriff's Office in their efforts to meet the goals of OPSG 12.

5. Alamo Police Department:

The Alamo Police Department will participate in the daily operations, goals and objectives set forth within the operational plan of Operation Stonegarden. The Alamo Police Department will aggressively patrol its area of responsibility focusing on illegal immigrant smuggling and narcotics trafficking in efforts to curb and/or eliminate criminal activity. The Alamo Police Department will also

cooperate with local, state and federal agencies and share criminal intelligence gathered throughout the operational period.

6. Donna Police Department:

The Donna Police Department will participate in the daily operations, goals and objectives set forth within the operational plan of Operation Stonegarden. Donna P.D., on a daily basis, will have a total of two Officers patrol the 12 miles of US/Mexico border and the 1600 square miles of jurisdiction within Hidalgo County. These officers will protect the citizens of the US and Hidalgo County against those who enter into the US soil with the sole purpose of engaging in criminal activities.

7. Edinburg Police Department:

The Edinburg Police Department will increase law enforcement in areas identified as alien smuggling and/or drug smuggling routes within the City of Edinburg. Edinburg has over 14 miles of US Hwy 281 which has been identified as one of the major smuggling routes in the country, with illegal aliens and drugs going north and illicit monies and weapons coming south. OPSG 12 will be utilized by the Edinburg Police Department to disrupt criminal activities along, and surrounding the US Hwy 281 corridor. This is to include roads that feed US Hwy 281, such as Bus. Hwy 281 (Closner Blvd.), State Hwy 107 (University Dr), FM 1925 (Monte Cristo Rd), etc; ancillary roads such as Mon Mack Rd, McColl Rd, FM 3420 (Jackson Rd), FM 1426 (Raul Longoria Rd), etc. and any other location that is identified through investigation as being used for smuggling activities. Officers will be enforcing state and local laws.

8. Hidalgo Police Department:

The Hidalgo Police Department will increase law enforcement presence/patrol activity in the area surrounding the Hidalgo POE and border egress routes within the city. HPD will enforce state law and local ordinances against violators in the target area to help reduce criminal activity associated with alien and drug smuggling. HPD will provide uniformed officers in marked vehicles (i.e. patrol units, all-terrain vehicles, bicycles, etc.) to actively patrol border egress routes in Spur 115, SH336, US Military 281, McColl Road, Jackson Road.

9. La Joya Police Department:

The La Joya Police Department estimates that officers may work from a minimum of one officer to two officers per shift of overtime enforcement. All certified peace officers from the rank of Chief would be eligible to participate in Operation Stonegarden. This overtime would act as a force multiplier for the La Joya Police Department and would greatly increase border security. The La Joya Police Department Officers will patrol the city of La Joya during the participation of Operation Stonegarden. These units will be very visible and will address human and narcotic smuggling through the city and will provide assistance to any agency requesting assistance.

10. Mercedes Police Department:

Mercedes Police Dept. will participate in the daily operations, goals and objectives set forth within the operational plan of Operation Stonegarden. Mercedes P.D., on a daily basis, will have a total of two Mercedes Officers patrol corridors leading from the US/Mexico border and into town along with the 11.2

square miles of jurisdiction within the city limits of Mercedes. These officers will protect the citizens of the US and the city of Mercedes against those who enter into the US soil with the sole purpose of engaging in criminal activities.

11. Mission Police Department:

Mission Police Department will curtail illegal activities in their community, especially along the eighteen (18) miles of jurisdiction bordering Mexico along the Rio Grande River, and their port of entry (Anzalduas International Bridge). One of the main purposes of this operation is to reduce the threat of border incursions, which include drug trafficking and human smuggling, among other increases in border violence. Their efforts to obtain these objectives will be by increasing law enforcement presence and special operations on routes of border egress within the City of Mission. They will be conducting southbound operations at the Anzalduas International Bridge, in an attempt to deter the smuggling of U.S. currency and weapons into Mexico.

12. Palmview Police Department:

The Palmview Police Department will participate in the daily operations, goals and objectives set forth within the operational plan of Operation Stonegarden. The Palmview Police Department will aggressively patrol its area of responsibility focusing on illegal immigrant smuggling and narcotics trafficking in efforts to curb and/or eliminate criminal activity. The Palmview Police Department will also cooperate with local, state and federal agencies and share criminal intelligence gathered throughout the operational period.

13. Peñitas Police Department:

Peñitas Police Dept. will participate in the daily operations, goals and objectives set forth within the operational plan of Operation Stonegarden. Peñitas P.D., on a daily basis, will have a total of five (5) Officers patrol the US/Mexico border that is within their jurisdiction. These officers will protect the citizens of Hidalgo County against those who enter into United States soil with the sole purpose of engaging in criminal activities.

14. Pharr Police Department:

Pharr Officers have seen an increase in border violence in the neighboring Mexico cities of Reynosa and Rio Bravo. The President of Mexico has placed the Mexican military in these bordering cities to counter the operations of the drug cartels vying for territory. Historically, the Gulf Cartel has had a stronghold of the "Plazas" in numerous Mexican states, but recently they have been engaged in encounters with their former "Special Forces Unit", the Zetas. Numerous sources indicate that there have been gun battles and casualties between the drug cartels. Because of the proximity and direct access to the U.S. via the Pharr POE, the realization of a Mexican incursion, whether they be criminals or Mexican military soldiers fleeing a gun battle is likely to happen. It has been proven that these drug cartels have access to an abundance of money and weaponry. The public areas surrounding the Port of Pharr provide platforms, which may facilitate this type of incursion. The Pharr POE has become a nexus for Drug Trafficking Organization (DTO's) for narcotic and human smuggling. The Pharr POE is a vital commercial route that DTO's have tried to exploit and use to their advantage. The Pharr Police Department plans to use Stonegarden funds for overtime work and to purchase One (1) 2012 4x4 Suburban and equip it as a

mobile response bridge operations vehicle. This vehicle will be used for specialized patrols in and around the Pharr POE and it will be set up as a mobile command post in case of a bridge incursion. The mobile response operations vehicle will be equipped with police emergency equipment, MaaCom communication radio, Coban digital video recorder, MDT to monitor City of Pharr bridge cameras, and rifle racks. With the fully equipped law enforcement vehicle the Pharr Police Department will be able to increase and provide adequate law enforcement presence throughout the duration of Operation Stonegarden. This vehicle will be utilized to serve and protect the citizens of the United States and the City of Pharr from those criminal minded illegal immigrants who enter the U.S., for the sole purpose of committing criminal acts

15. San Juan Police Department:

The San Juan Police Department will reduce threat of border incursions and exercise risk management in relation to anti-smuggling efforts by increasing law enforcement presence and special operations on routes of border egress in the Weslaco Station AOR. Utilizing Stonegarden funding for overtime and equipment in order to increase law enforcement presence/patrol activity in the area surrounding Weslaco Station' Critical Transit Nodes (Expressway 83, FM 1426). San Juan Police Department (SJPD) will not enforce Title 8 (US Immigration law). SJPD will enforce state law and local ordinances against violators in the target area to help reduce criminal activity associated with alien and drug smuggling. SJPD will provide a uniformed officer in marked vehicle to actively patrol the Expressway 83, North and South FM 1426, South Stewart Road, Military Hwy 281, Cesar Chavez Road and "I" road. Officers and police vehicles assigned to this operation will concentrate in the above mentioned target areas with the goal of enforcing state laws such as, but not limited to, intercepting illegal drugs and other anti-smuggling efforts.

16. Weslaco Police Department:

The City of Weslaco Police Department will consistently participate in the daily operations, goals and objectives set forth within the operational plan for Operation Stonegarden. The City of Weslaco Police Department, on a scheduled daily basis, will contribute the deployment of two Police Officers, one Lieutenant-level Officer and one Patrolman-level Officer, to patrol the 1,241 miles of the Texas / Mexico Border along the Rio Grande River and the 1,600 square-mile jurisdiction within Hidalgo County, Texas. These Officers will protect the citizens of the U.S. and Hidalgo County against those who enter into U.S. sovereign territory with the purpose of engaging in criminal activities. These Officers also will coordinate with other agencies, including the Hidalgo County Sheriff's Office, to effectively promote the safety and welfare of the citizens of the City of Weslaco and Hidalgo County, Texas.

D. Coordinating Instructions:

The RGV Sector Chief Patrol Agent will have operational oversight and in coordination/collaboration with OPSG stakeholders, will determine which areas will be the focus of operations. The sector and local participating agencies will be executing a quarterly OPSG operational plan for submission to OBP. RGV Sector stations will be responsible for OPSG related enforcement activities and intelligence sharing within their respective AORs. An Incident Command System

(ICS) may be utilized to facilitate sector-wide coordination and monitoring of OPSG activities as warranted during special operations. RGV Sector stations along with State and local representatives will ensure daily OPSG activities within their respective AOR are monitored and reported accordingly. Border Patrol Stations will be responsible for reporting OPSG related intelligence to the RGV Sector Office of Intelligence (RGV-OI) as appropriate.

Each participating OPSG agency will have a designated management representative as noted in the Command and Control section of this operational plan.

Information Sharing-

All source documents (e.g. arrest reports, citations, field interviews, etc.) will be sent to RGV-OI for evaluation. Items of interest will be developed by the RGV-OI and forwarded to station Lead Border Patrol Agents (LBPAs), Participating Agencies, and the OPSG IPT for action.

Intelligence Products-

Intelligence products including mapping, trend analysis, community impact, and target files will be developed via a collaborative effort between RGV-OI and the participating agencies.

Performance Metrics-

OPSG impact on border security and public safety will be gauged by several mechanisms:

- Statistically tracked events such as traffic stops, citations, misdemeanor/felony arrests, and contraband seizures in OPSG target areas
- Intelligence evaluation of OPSG effect on targeted criminal organizations and their activities
- Third party indicators ascertained via crime statistical analysis and community impact data developed by the participating agency.

IV. ADMINISTRATION/LOGISTICS

A. Cost Estimates/Funding Issues:

4th Tactical Period (December 1, 2013 through March 31, 2014)

Hidalgo County Sheriff's Office

2,575 Operational overtime hours (deputies)

515 Operational overtime hours (supervisor)

Total overtime and fringe \$131,301.32

Mileage 18,300 miles X .565 per mile \$ 10,339.50

Hidalgo County Constable PCT 2

75.08 Operational overtime hours (supervisor)

Total overtime and fringe \$ 3,147.34

Hidalgo County Constable PCT 3

24 Operational overtime hours (supervisor)

125 Operational overtime hours (deputies)	
Total overtime and fringe	\$ 6,081.82
Mileage 1,762.5 miles X .565 per mile	\$ 995.81
Hidalgo County Constable PCT 4	
130 Operational overtime hours	
Total overtime and fringe	\$ 5,327.88
Mileage 1,014 miles X .565 per mile	\$ 572.91
Alamo Police Department	
195 Operational overtime hours	
Total overtime and fringe	\$ 7,017.08
Mileage 1,900 miles X .565 per mile	\$ 1,073.50
Donna Police Department	
333 Operational overtime hours	
Total overtime and fringe	\$ 10,083.25
Mileage 943.5 miles X .565 per mile	\$ 533.08
Edinburg Police Department	
513 Operational overtime hours	
Total overtime and fringe	\$ 34,193.00
Mileage 9,528.75 miles X .565 per mile	\$ 5,383.74
Hidalgo Police Department	
312 Operational overtime hours	
Total overtime and fringe	\$ 11,011.73
Mileage 843.75 miles X .565 per mile	\$ 476.72
La Joya Police Department	
171.25 Operational overtime hours	
Total overtime and fringe	\$ 4,504.89
Mileage 1,078.5 miles X .565 per mile	\$ 609.48
Mercedes Police Department	
162.5 Operational overtime hours	
Total overtime and fringe	\$ 6,125.30
Mileage 700 miles X .565 per mile	\$ 395.50
Mission Police Department	
264 Operational overtime hours	
Total overtime and fringe	\$ 10,659.08

Palmview Police Department 285 Operational overtime hours Total overtime and fringe	\$ 9,835.48
Peñitas Police Department 225 Operational overtime hours Total overtime and fringe	\$ 6,860.50
Mileage 375 X .565 per mile	\$ 211.88
Pharr Police Department 820 Operational overtime hours Total overtime and fringe	\$ 27,060.00
San Juan Police Department 272 Operational overtime hours Total overtime and fringe	\$ 9,415.83
Weslaco Police Department 240 Operational overtime hours Total overtime and fringe	\$ 11,230.75

Cost Estimates:

General Cost:	\$20,592.12
OT Cost:	\$293,855.25
Total Cost:	\$314,447.37

B. Travel:

N/A

C. Lodging:

N/A

D. Reception of Detailed Personnel:

N/A

E. Uniform and Equipment:

N/A

F. Special Equipment:

N/A

G. Alien Processing:

Individuals encountered during enforcement efforts that are determined to be undocumented aliens will be turned over to the Rio Grande Valley Border Patrol Stations for processing and disposition, unless otherwise specified (e.g. those individuals wanted for state crimes). Seized contraband will be processed in accordance with existing federal, state, and local policies.

H. Medical:

Upon encountering medical emergencies the Hidalgo County Sheriff's Office, and the participating agencies will follow each agency's protocol in their policy and procedure.

I. Detention/Transportation:

The detention and transportation of undocumented or illegal aliens will be coordinated with the Rio Grande Valley Sector Border Patrol Stations.

J. Vehicles:

Local law enforcement vehicles will be used in support of this operation. Fuel, mileage, and maintenance costs may be reimbursed in whole or in part for those vehicles utilized in OPSG related operations.

V. COMMAND/CONTROL/COMMUNICATION

A. Chain of Command:

Participating agencies will maintain their individual chains of command as dictated by internal policies and guidelines. Operations Orders for specific Stonegarden enforcement efforts will be approved by the Chief Patrol Agent, Rio Grande Valley Sector, followed by Office of Border Patrol and FEMA prior to funding.

1. Border Patrol	CPA Rosendo Hinojosa	956-289-4800
2. HCSO	Sheriff Guadalupe "Lupe" Treviño	956-383-8114
3. HC PCT 2	Constable Martin Cantu	956-784-3510
4. HC PCT 3	Constable Larry Gallardo	956-581-6800
5. HC PCT 4	Constable Eddie Guerra	956-383-8560
6. Alamo P.D.	Chief Arturo Espinoza	956-787-1454
7. Donna P.D.	Chief Ruben De Leon	956-464-4481
8. Edinburg P.D.	Chief Rolando Castaneda	956-383-7411
9. Hidalgo P.D.	Chief Rodolfo Espinoza	956-843-2737
10. La Joya	Chief Julian Gutierrez	956-585-4855
11. Mercedes P.D.	Chief Olga Maldonado	956-565-3102
12. Mission P.D.	Chief Martin Garza	956-584-5000
13. Palmview P.D.	Chief Chris R. Barrera	956-581-7416
14. Peñitas P.D.	Chief Roel Bermea	956-583-0050

15. Pharr P.D.	Chief Ruben Villegas	956-787-8546
16. San Juan P.D.	Chief Juan Gonzalez	956-787-9904
17. Weslaco P.D.	Chief Michael Kelly	956-968-8591

B. Unit Command:

RGV Sector Headquarters CPA Rosendo Hinojosa ACPA Victor Howard	956-289-4800
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McAllen Border Patrol Station (Hidalgo County) PAIC Felix Cantu Jr. DPAIC Kathleen Scudder, DPAIC Roel Rodriguez	956-217-3800
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Weslaco Border Patrol Station (Hidalgo County) PAIC Hector Escamilla DPAIC John G. Gutierrez, DPAIC Letisia Camarrillo	956-647-8800
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C. Communication Details:

The Hidalgo County Sheriff Office along with the participating agencies will be in accordance with existing communications policies for each agency and station area of operations.

D. Map Coordinates:

Notes:

	Longitude	Latitude
Degrees : Minutes : Seconds	98 : 10 : 0	26 : 23 : 1
Decimal	-98.1667	26.3836

Location Zone: Hidalgo County

ANNEX

A. Administration Annex:

The RGV Sector Stations will serve as the Hub for all apprehensions occurring in the Hidalgo County (Sheriff Office) and participating friendly forces/police department during Stonegarden Operations. We will coordinate all apprehensions of illegal aliens in partnership with the Rio Grande Valley Sector, U.S. Customs and Border Protection as outlined in the National Border Patrol Strategy to achieve border security and border protection enhancement efforts along the U.S./Mexico border. Also all undocumented alien apprehensions, smuggling cases, and contraband will be transported to the appropriate RGV Border Patrol Station or DEA Office for processing.

B. Execution Annex:

If funded the Hidalgo County Sheriff Office and 15 participating friendly forces/police department will execute a Memorandum of Understanding to ensure and document the commitment on the part of each agency to work in partnership with the U.S. Customs and Border Protection in implementing the following three major objectives:

- 1) To achieve greater capability in preventing, protecting against, and responding to border security issues,
- 2) To increase coordination and collaboration among Federal, State, and local law enforcement agencies in the Rio Grande Valley, and
- 3) To continue and support the operational mandate border security and border protection enhancement efforts along the U.S./Mexico border.

C. Communication Annex:

The Hidalgo County Sheriff Office and 15 participating friendly forces/police department have built partnerships with the U.S. Immigration Customs Enforcement, Drug Enforcement Administration, F.B.I., Texas Department of Public Safety and High Intensity Drug Trafficking Task Force. HCSO and local participating Friendly Forces/LEA., working together in a collaborative effort on preventing, controlling, and reducing violent and drug-related activities in the last 30 years. More importantly, we are vigorously involved with numerous organizations for community revitalization that has made a tremendous impact in the community by leveraging and securing additional local, state, federal, private and public funds in the past.

Media Action Plan:

RGV Sector has the lead on all Public Affairs activities. Each participating agency must coordinate all public affairs activities with the RGV Sector Public Affairs Office. All Border Patrol inquiries will be directed to the RGV Sector Public Affairs Office (956) 289-4990.

HIDALGO COUNTY SHERIFF'S OFFICE:

All Media events/questions will be referred to Hidalgo County Sheriff Guadalupe "Lupe" Treviño or his designee. Information will be released to the media only when prior approval has been obtained from Sheriff Treviño.

Legal Review:

All matters will be referred to the CBP Counsel.

HIDALGO COUNTY SHERIFF'S OFFICE:

All legal matters will be referred to the Hidalgo County District Attorney.

Risks:

Operations have the potential to take place near shopping areas, schools and places of worship.	Medium	Enforcement actions at or near sensitive locations will be avoided unless absolutely necessary. Border Patrol Agents participating in this operation will conduct themselves in accordance with the current	Low

		policy titled, "Consideration During Planned Enforcement Actions At or Near Certain Community Locations."	
Operations have the potential to have traffic hazards and inclement weather conditions when being conducted at Ports of Entry (Outbound Operations).	Medium	All participating officers will receive proper training on daily operations, traffic hazards as to assignments and awareness of carbon monoxide gases from Office of Field Operations (OFO) Customs and Border Protection Officers (CBPOs) prior to deployment to Outbound Operations. Daily consideration will be given to existing weather conditions, with officer safety being paramount, should any inclement weather arise.	Low

Photos:

No photos have been associated with this Op Order.



HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF GUADALUPE "LUPE" TREVIÑO

July 17, 2013

Ms. Aimee Clancy
Federal Emergency Management Administration
United States Department of Homeland Security
800 K Street, NW Suite 5035
Washington, DC 20531

RE: FY 2012 Operation Stonegarden Grant Program, Operational Overtime Waiver

Dear Ms. Clancy:

The Hidalgo County Sheriff's Office (HCSO) requests a waiver of the 50% Overtime Limit provided by the Operation Stonegarden Grant Program. The intent of this request is to enable the Hidalgo County Sheriff's Office to make the greatest impact in the joint mission to secure the United States International southern boundaries. Due to increasing acts of violence within the U.S./Mexican border areas, it would be beneficial to increase law enforcement presence within identified active areas and at the Port of Entries working hand in hand with U.S. Border Patrol and U.S. Customs.

A waiver of the overtime limit will provide the Hidalgo County Sheriff's Office with the flexibility to allocate resources to enhance collaboration between law enforcement agencies on the border and to increase our capabilities to prevent and respond to border security issues.

Herewith requesting an increase in the Operational Overtime to 60% of the awarded funding for Hidalgo County, Texas to conduct enhanced patrol operations.

Thank you in advance for your consideration to our request.

Sincerely,

A handwritten signature in black ink, appearing to read "Lupe Treviño".

Guadalupe "Lupe" Treviño
Hidalgo County Sheriff

DATE: December 27, 2013
DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Treviño
DEPARTMENT NAME: Stonegarden--City of Alamo
ACCOUNT NUMBER: 4-1284-480-00-280-070-5-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME
4-1284-480-00-280-070-5-131	Stonegarden City of Alamo--Overtime
4-1284-480-00-280-070-5-220	Stonegarden City of Alamo--FICA
4-1284-480-00-280-070-5-230	Stonegarden City of Alamo--Retirement
4-1284-480-00-280-070-5-260	Stonegarden City of Alamo--Worker's Comp.
4-1284-480-00-280-070-5-581	Stonegarden City of Alamo--In-County Travel

TOTAL APPROPRIATIONS

4-1284-331-12-280-070-5-000 Operation Stonegarden 2012--City of Alamo

TOTAL REVENUES

REASON: To appropriate 4th phase budget for the Operation Stonegarden 2012 Sub-Recipient Grant to the City of Alamo from the Department of Homeland Security FEMA.

**Federal Grant Award #EMW-2012-SS-00018-S01; SAA Award 12-GA-48215-04
Grant Period: September 1, 2012 to February 28, 2014**

DEPARTMENT HEAD SIGNATURE _____ /

APPROVED COMMISSIONERS' COURT _____ ATTEST C

Chapter

Local Government

AMOUNT
5,850.02
447.52
435.82
283.72
1,073.50

8,090.58

8,090.58

8,090.58

Grant Award

/_____
DATE

COUNTY CLERK

DATE: December 27, 2013
DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Treviño
DEPARTMENT NAME: Stonegarden--City of Donna
ACCOUNT NUMBER: 4-1284-480-00-280-048-5-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME
4-1284-480-00-280-048-5-131	Stonegarden City of Donna--Overtime
4-1284-480-00-280-048-5-220	Stonegarden City of Donna--FICA
4-1284-480-00-280-048-5-230	Stonegarden City of Donna--Retirement
4-1284-480-00-280-048-5-260	Stonegarden City of Donna--Worker's Comp.
4-1284-480-00-280-048-5-581	Stonegarden City of Donna--In-County Travel

TOTAL APPROPRIATIONS

4-1284-331-12-280-048-5-000 Operation Stonegarden 2012--City of Donna

TOTAL REVENUES

REASON: To appropriate 4th phase budget for the Operation Stonegarden 2012 Sub-Recipient Grant to the City of Donna from the Department of Homeland Security FEMA.

**Federal Grant Award #EMW-2012-SS-00018-S01; SAA Award 12-GA-48215-04
Grant Period: September 1, 2012 to February 28, 2014**

DEPARTMENT HEAD SIGNATURE _____
/

APPROVED COMMISSIONERS' COURT _____
ATTEST C

Chapter

Local Government

AMOUNT
8,658.22
662.71
433.15
329.18
533.07

10,616.33

10,616.33

10,616.33

Grant Award

/_____
DATE

COUNTY CLERK

DATE: December 27, 2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Treviño

DEPARTMENT NAME: Stonegarden--City of Edinburg

ACCOUNT NUMBER: 4-1284-480-00-280-088-5-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME
4-1284-480-00-280-088-5-131	Stonegarden City of Edinburg--Overtime
4-1284-480-00-280-088-5-220	Stonegarden City of Edinburg--FICA
4-1284-480-00-280-088-5-230	Stonegarden City of Edinburg--Retirement
4-1284-480-00-280-088-5-250	Stonegarden City of Edinburg--Unemployment Comp.
4-1284-480-00-280-088-5-260	Stonegarden City of Edinburg--Worker's Comp.
4-1284-480-00-280-088-5-581	Stonegarden City of Edinburg--In-County Travel

TOTAL APPROPRIATIONS

4-1284-331-12-280-088-5-000 Operation Stonegarden 2012--City of Edinburg

TOTAL REVENUES

REASON: To appropriate 4th phase budget for the Operation Stonegarden 2012 Sub-Recipient Grant to the City of Edinburg from the Department of Homeland Security FEMA.

Federal Grant Award #EMW-2012-SS-00018-S01; SAA Award 12-GA-48215-04

Grant Period: September 1, 2012 to February 28, 2014

DEPARTMENT HEAD SIGNATURE

/

APPROVED COMMISSIONERS' COURT

ATTEST C

Chapter

Local Government

AMOUNT
27,317.23
1,693.67
3,687.83
51.91
1,442.35
5,383.75
39,576.74

39,576.74

39,576.74

Grant Award

/_____
DATE

COUNTY CLERK

DATE: December 27, 2013
DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Treviño
DEPARTMENT NAME: Stonegarden--City of Hidalgo
ACCOUNT NUMBER: 4-1284-480-00-280-049-5-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME
4-1284-480-00-280-049-5-131	Stonegarden City of Hidalgo--Overtime
4-1284-480-00-280-049-5-220	Stonegarden City of Hidalgo--FICA
4-1284-480-00-280-049-5-230	Stonegarden City of Hidalgo--Retirement
4-1284-480-00-280-049-5-250	Stonegarden City of Hidalgo--Unemployment Comp.
4-1284-480-00-280-049-5-260	Stonegarden City of Hidalgo--Worker's Comp.
4-1284-480-00-280-049-5-581	Stonegarden City of Hidalgo--In-County Travel

TOTAL APPROPRIATIONS

4-1284-331-12-280-049-5-000 Operation Stonegarden 2012--City of Hidalgo

TOTAL REVENUES

REASON: To appropriate 4th phase budget for the Operation Stonegarden 2012 Sub-Recipient Grant to the City of Hidalgo from the Department of Homeland Security FEMA.

Federal Grant Award #EMW-2012-SS-00018-S01; SAA Award 12-GA-48215-04

Grant Period: September 1, 2012 to February 28, 2014

DEPARTMENT HEAD SIGNATURE

/

APPROVED COMMISSIONERS' COURT

ATTEST CLERK

Chapter

Local Government

AMOUNT
8,682.99
664.24
942.97
251.79
469.74
476.72

11,488.45

11,488.45

11,488.45

Grant Award

/_____
DATE

COUNTY CLERK

DATE: December 27, 2013
DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Treviño
DEPARTMENT NAME: Stonegarden--City of La Joya
ACCOUNT NUMBER: 4-1284-480-00-280-050-5-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME
4-1284-480-00-280-050-5-131	Stonegarden City of La Joya--Overtime
4-1284-480-00-280-050-5-220	Stonegarden City of La Joya--FICA
4-1284-480-00-280-050-5-230	Stonegarden City of La Joya--Retirement
4-1284-480-00-280-050-5-260	Stonegarden City of La Joya--Worker's Comp.
4-1284-480-00-280-050-5-581	Stonegarden City of La Joya--In-County Travel

TOTAL APPROPRIATIONS

4-1284-331-12-280-050-5-000 Operation Stonegarden 2012--City of La Joya

TOTAL REVENUES

REASON: To appropriate 4th phase budget for the Operation Stonegarden 2012 Sub-Recipient Grant to the City of La Joya from the Department of Homeland Security FEMA.

**Federal Grant Award #EMW-2012-SS-00018-S01; SAA Award 12-GA-48215-04
Grant Period: September 1, 2012 to February 28, 2014**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

ATTEST CLERK

Chapter

Local Government

AMOUNT
3,865.85
295.74
196.37
146.91
609.50

5,114.37

5,114.37

5,114.37

Grant Award

/_____
DATE

COUNTY CLERK

DATE: December 27, 2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Treviño

DEPARTMENT NAME: Stonegarden--City of Mercedes

ACCOUNT NUMBER: 4-1284-480-00-280-072-5-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME
4-1284-480-00-280-072-5-131	Stonegarden City of Mercedes--Overtime
4-1284-480-00-280-072-5-220	Stonegarden City of Mercedes--FICA
4-1284-480-00-280-072-5-230	Stonegarden City of Mercedes--Retirement
4-1284-480-00-280-072-5-260	Stonegarden City of Mercedes--Worker's Comp.
4-1284-480-00-280-072-5-581	Stonegarden City of Mercedes--In-County Travel

TOTAL APPROPRIATIONS

4-1284-331-12-280-072-5-000 Operation Stonegarden 2012--City of Mercedes

TOTAL REVENUES

REASON: To appropriate 4th phase budget for the Operation Stonegarden 2012 Sub-Recipient Grant to the City of Mercedes from the Department of Homeland Security FEMA.

Federal Grant Award #EMW-2012-SS-00018-S01; SAA Award 12-GA-48215-04

Grant Period: September 1, 2012 to February 28, 2014

DEPARTMENT HEAD SIGNATURE

/

APPROVED COMMISSIONERS' COURT

ATTEST C

Chapter

Local Government

AMOUNT
4,657.66
356.33
865.40
245.91
395.50

6,520.80

6,520.80

6,520.80

Grant Award

/_____
DATE

COUNTY CLERK

DATE: December 27, 2013
DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Treviño
DEPARTMENT NAME: Stonegarden--City of Mission
ACCOUNT NUMBER: 4-1284-480-00-280-054-5-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME
4-1284-480-00-280-054-5-131	Stonegarden City of Mission--Overtime
4-1284-480-00-280-054-5-220	Stonegarden City of Mission--FICA
4-1284-480-00-280-054-5-230	Stonegarden City of Mission--Retirement
4-1284-480-00-280-054-5-260	Stonegarden City of Mission--Worker's Comp.

TOTAL APPROPRIATIONS

4-1284-331-12-280-054-5-000 Operation Stonegarden 2012--City of Mission

TOTAL REVENUES

REASON: To appropriate 4th phase budget for the Operation Stonegarden 2012 Sub-Recipient Grant to the City of Mission from the Department of Homeland Security FEMA.

**Federal Grant Award #EMW-2012-SS-00018-S01; SAA Award 12-GA-48215-04
Grant Period: September 1, 2012 to February 28, 2014**

DEPARTMENT HEAD SIGNATURE

/

APPROVED COMMISSIONERS' COURT

ATTEST C

Chapter

Local Government

AMOUNT
8,785.93
672.13
737.13
463.89

10,659.08

10,659.08

10,659.08

Grant Award

/_____
DATE

COUNTY CLERK

DATE: December 27, 2013
DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Treviño
DEPARTMENT NAME: Stonegarden--City of Palmview
ACCOUNT NUMBER: 4-1284-480-00-280-051-5-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME
4-1284-480-00-280-051-5-131	Stonegarden City of Palmview--Overtime

TOTAL APPROPRIATIONS

4-1284-331-12-280-051-5-000 Operation Stonegarden 2012--City of Palmview

TOTAL REVENUES

REASON: To appropriate 4th phase budget for the Operation Stonegarden 2012 Sub-Recipient Grant to the City of Palmview from the Department of Homeland Security FEMA.

Federal Grant Award #EMW-2012-SS-00018-S01; SAA Award 12-GA-48215-04

Grant Period: September 1, 2012 to February 28, 2014

DEPARTMENT HEAD SIGNATURE

/

APPROVED COMMISSIONERS' COURT

ATTEST C

Chapter

Local Government

AMOUNT
9,835.48

9,835.48

9,835.48

9,835.48

Grant Award

/_____
DATE

COUNTY CLERK

DATE: December 27, 2013
DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Treviño
DEPARTMENT NAME: Stonegarden--City of Penitas
ACCOUNT NUMBER: 4-1284-480-00-280-074-5-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME
4-1284-480-00-280-074-5-131	Stonegarden City of Penitas--Overtime
4-1284-480-00-280-074-5-220	Stonegarden City of Penitas--FICA
4-1284-480-00-280-074-5-260	Stonegarden City of Penitas--Worker's Comp.
4-1284-480-00-280-074-5-581	Stonegarden City of Penitas--In-County Travel

TOTAL APPROPRIATIONS

4-1284-331-12-280-074-5-000 Operation Stonegarden 2012--City of Penitas

TOTAL REVENUES

REASON: To appropriate 4th phase budget for the Operation Stonegarden 2012 Sub-Recipient Grant to the City of Penitas from the Department of Homeland Security FEMA.

Federal Grant Award #EMW-2012-SS-00018-S01; SAA Award 12-GA-48215-04
Grant Period: September 1, 2012 to February 28, 2014

DEPARTMENT HEAD SIGNATURE

/

APPROVED COMMISSIONERS' COURT

ATTEST C

Chapter

Local Government

AMOUNT
6,075.03
464.73
320.76
211.86

7,072.38

7,072.38

7,072.38

Grant Award

/_____
DATE

COUNTY CLERK

Chapter

Local Government

AMOUNT
27,060.00

27,060.00

27,060.00

27,060.00

Grant Award

/_____
DATE

COUNTY CLERK

DATE: December 27, 2013
DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Treviño
DEPARTMENT NAME: Stonegarden--City of San Juan
ACCOUNT NUMBER: 4-1284-480-00-280-076-5-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME
4-1284-480-00-280-076-5-131	Stonegarden City of San Juan--Overtime
4-1284-480-00-280-076-5-220	Stonegarden City of San Juan--FICA
4-1284-480-00-280-076-5-230	Stonegarden City of San Juan--Retirement
4-1284-480-00-280-076-5-250	Stonegarden City of San Juan--Unemployment Comp.
4-1284-480-00-280-076-5-260	Stonegarden City of San Juan--Worker's Comp.

TOTAL APPROPRIATIONS

4-1284-331-12-280-076-5-000 Operation Stonegarden 2012--City of San Juan

TOTAL REVENUES

REASON: To appropriate 4th phase budget for the Operation Stonegarden 2012 Sub-Recipient Grant to the City of San Juan from the Department of Homeland Security FEMA.

Federal Grant Award #EMW-2012-SS-00018-S01; SAA Award 12-GA-48215-04

Grant Period: September 1, 2012 to February 28, 2014

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/

ATTEST C

Chapter

Local Government

AMOUNT
8,160.02
624.24
84.85
236.64
310.08

9,415.83

9,415.83

9,415.83

Grant Award

/_____
DATE

COUNTY CLERK

DATE: December 27, 2013
DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Treviño
DEPARTMENT NAME: Stonegarden--City of Weslaco
ACCOUNT NUMBER: 4-1284-480-00-280-078-5-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME
4-1284-480-00-280-078-5-131	Stonegarden City of Weslaco--Overtime
4-1284-480-00-280-078-5-220	Stonegarden City of Weslaco--FICA
4-1284-480-00-280-078-5-230	Stonegarden City of Weslaco--Retirement
4-1284-480-00-280-078-5-260	Stonegarden City of Weslaco--Worker's Comp.

TOTAL APPROPRIATIONS

4-1284-331-12-280-078-5-000 Operation Stonegarden 2012--City of Weslaco

TOTAL REVENUES

REASON: To appropriate 4th phase budget for the Operation Stonegarden 2012 Sub-Recipient Grant to the City of Weslaco from the Department of Homeland Security FEMA.

Federal Grant Award #EMW-2012-SS-00018-S01; SAA Award 12-GA-48215-04

Grant Period: September 1, 2012 to February 28, 2014

DEPARTMENT HEAD SIGNATURE _____
/

APPROVED COMMISSIONERS' COURT _____
ATTEST C

Chapter

Local Government

AMOUNT
9,738.00
745.00
377.75
370.00

11,230.75

11,230.75

11,230.75

Grant Award

/_____
DATE

COUNTY CLERK

DATE: December 27, 2013
DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino
DEPARTMENT NAME: Operation Stonegarden 2012
ACCOUNT NUMBER: 4-1284-421-00-280-047-5-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
4-1284-421-00-280-047-5-131	Overtime Pay	110,096.71
4-1284-421-00-280-047-5-220	FICA	8,422.39
4-1284-421-00-280-047-5-230	Retirement	11,361.98
4-1284-421-00-280-047-5-250	Unemployment Comp.	550.49
4-1284-421-00-280-047-5-260	Workers' Comp.	869.75
4-1284-421-00-280-047-5-581	Travel in County	10,339.50
TOTAL APPROPRIATIONS		<u>141,640.82</u>
4-1284-331-12-280-047-5-000	OPERATION STONEGARDEN	<u>141,640.82</u>
TOTAL REVENUES		<u>141,640.82</u>

REASON: To appropriate 4th phase budget for the FY2012 Operation Stonegarden Grant awarded by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA).

SAA Award No. 12-GA-48215-04/ Federal Grant Award No. EMW-2012-SS-00018-S01

Note: Expenses relating to Health and Life insurance attributed to the overtime hours are to be charged to the Sheriff's Office Budget (Account #4-1100-421-00-280-001-0-XXX).

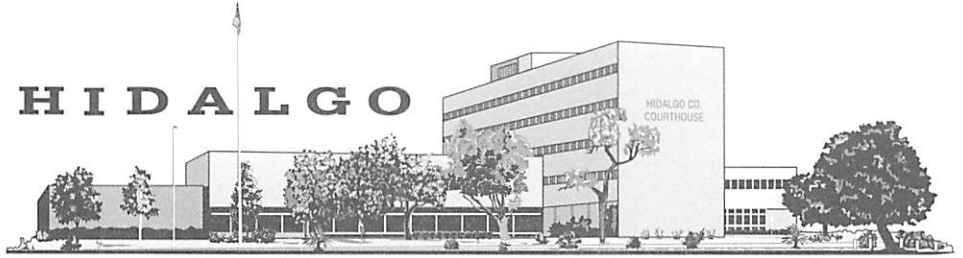
DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

COUNTY *of* HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

January 3, 2014

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:


The county auditor shall certify to the commissioners' court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufrazio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA) passed through the Texas Department of Public Safety. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT
\$314,447.37

PURPOSE
Award No. EMW-2012-SS-00018-S01
Operation Stone Garden Program (OPSG)

CERTIFIED BY:


Raymundo Eufrazio, CPA
Hidalgo County Auditor

1/3/14
Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. RODOLFO DELGADO JUDGE, 93RD D.C. J. R. "BOBBY" FLORES JUDGE, 139TH D.C. ROSE GUERRA REYNA JUDGE, 206TH D.C. JUAN R. PARTIDA JUDGE, 275TH D.C. MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER LETICIA LOPEZ JUDGE, 389TH D.C. AIDA SALINAS FLORES JUDGE, 398TH D.C. ISRAEL RAMON, JR. JUDGE, 430TH D.C. JESSE CONTRERAS JUDGE, 449TH D.C.

AI-42485

Sheriff's Office 8. B.

CC REGULAR

Meeting Date: 01/07/2014

Submitted By: Maria Del Rosario Gonzalez,
SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Authorization and approval to accept the Grant Adjustment Notice in reference to Operation Stonegarden FY 2011 grant extension and authorization for County Judge, as authorized official, to sign (and initial) required documents.

BACKGROUND

Grant Number: EMW-2011-SS-0019 (Federal)
11-GA-48215-02 (SAA--State Administrative Agency)
Original grant award termination date: August 31, 2013 (AI #32136 5/8/12)
Extended termination date: November 30, 2013 (AI #39564 7/23/13)
New termination date: March 31, 2014.

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1284-421-00-280-047-4-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

No budgetary impact. Grant period extension.
New termination date: March 31,2014.

Attachments

GAN OPSG 2011

OPSG 2011 Terms and Conditions

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	01/03/2014 02:13 PM
Budget & Management	Debbie Tamez	01/03/2014 05:21 PM
Purchasing Department	Monica Badillo	01/03/2014 05:25 PM
Form Started By: Maria Del Rosario Gonzalez		Started On: 01/03/2014
	Final Approval Date: 01/03/2014	



Texas Department of Public Safety

2011 Grant Adjustment Notice for Hidalgo County

Date of Award

December 23, 2013

1. Sub-Recipient Name and Address	2. Prepared by: Lara, Pete H.	3. Award Number: 11-GA 48215-03
Judge Ramon Garcia Hidalgo County 302 W. University Edinburg, TX 78539	4. Federal Grant Information	
	Federal Grant Title:	Homeland Security Grant Program
	Federal Grant Award Number:	EMW-2011-SS-0019
	Date Federal Grant Awarded to TxDPS:	September 1, 2011
Federal Granting Agency:		Department of Homeland Security FEMA Grant Programs Directorate

5. Award Amount and Grant Breakdowns

**OPSG Award Amount
(Federal)
CFDA: 97.067
\$800,817.00**

NOTE: Match requirement details can be found in the federal guidance for the grant named in Box 4 above.

Grant Period:

FROM: Sep 1, 2011	TO: Mar 31, 2014
-----------------------------	----------------------------

(The SAA Must receive all invoices by the end of grant period)

6. **Statutory Authority for Grant:** This project is supported under the Department of Homeland Security Appropriations Act of 2010 (Public Law 111-83).

7. **Method of Payment:** Primary method is reimbursement.

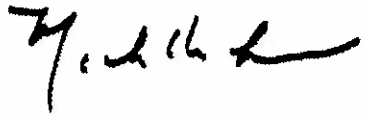
8. **Debarment/Suspension Certification:** The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred, suspended, proposed for debarment, en_US declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at <http://www.epls.gov.2.8.9029.0>

9. Agency Approval

Approving TxDPS Official:

Machelle Pharr, Deputy Assistant Director
State Administrative Agency
Texas Department of Public Safety

Signature of TxDPS Official:



10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official:

Signature of Sub-Recipient Official:

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:

12. Date Signed :

13. DUE DATE: January 15, 2014

Signed award and Direct Deposit Form (if applicable) must be returned to TxDPS on or before the above due date.

2011 TERMS AND CONDITIONS

Instructions:

The Sub-recipient must:

1. Fill in the information and sign the Sub-Recipient Award,
2. Certify they have read and understand the Terms and Conditions by initialing the bottom of each page.
3. Fill in the information located on Page 4.
4. Certify to the statements provided in Exhibits A, B, C and D located at the back of this document by filling in contact information and signing all exhibits.
5. Return all documents to the DPS/THSSAA on or before the date provided in the transmittal letter and/or in the agreement.

Parties to Sub-recipient Agreement

This Sub-recipient Agreement (includes the Sub-recipient Award and the Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Homeland Security State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "DPS/THSSAA," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, DPS/THSSAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2011 Sub-recipient Agreement on or before the date provided in the transmittal letter and/or in the Sub-recipient Agreement Award.

Sub-recipient may not assign or transfer any interest in this Sub-recipient Agreement without the express, prior written consent of the DPS/THSSAA.

Overview and Performance Standards

All allocations and use of funds under this grant must be in accordance with the FY 2011 Grant Program Guidance for the Federal Grant Title specified on the Sub-recipient Agreement Award. All award Sub-recipients are required to have read, understood and accepted the FY 2011 Grant Program Guidance as binding.

Standard of Performance. The Sub-recipient shall perform all activities and projects entered into the DPS/THSSAA web-based grants management system which were approved by the THSSAA. The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement, Terms and Conditions and the following Exhibits located at the end of this document:

1. Assurance – Non-Construction Programs, hereinafter referred to as "Exhibit A"
2. Assurance – Construction Programs, hereinafter referred to as "Exhibit B"
3. Certification, hereinafter referred to as "Exhibit C"
4. Assurance – From UGMS § __, 14 hereinafter referred to as "Exhibit D"

Failure to Perform. In the event the Sub-recipient fails to implement the project(s) entered into the DPS/THSSAA web-based grants management system, or comply with any of this Sub-recipient agreement's provisions, in addition to the remedies specified in this Sub-recipient agreement, the Sub-recipient is liable to DPS/THSSAA for an amount not to exceed the award amount of this Sub-recipient agreement and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other federal program funds administered by DPS/THSSAA until repayment to DPS/THSSAA is made and any other compliance or audit finding is satisfactorily resolved. Failure to timely implement projects may reduce future funding in additional DHS/FEMA grant programs administered by the DPS/THSSAA.

DPS/THSSAA Obligations

Measure of Liability. DPS/THSSAA shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs.

Sub-recipient Agreement Funds Defined and Limit of Liability. The term "Sub-recipient agreement funds" as used in this Sub-recipient agreement means funds provided by DPS/THSSAA under the DHS/FEMA grant programs. The term "Sub-recipient's funds" or match funds as used in this Sub-recipient agreement means funds provided by the Sub-recipient.

Notwithstanding any other provision of this Sub-recipient agreement, the total of all payments and other obligations incurred by DPS/THSSAA under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the Sub-recipient Award.

Sub-recipient shall contribute the match funds listed on the Sub-recipient Award.

Excess Payments. The Sub-recipient shall refund to DPS/THSSAA any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by DPS/THSSAA or that DPS/THSSAA determines has resulted in overpayment to the Sub-recipient or that DPS/THSSAA determines has not been spent by the Sub-recipient in accordance with this Sub-recipient agreement. No refund payment(s) may be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. The Sub-recipient shall make such refund to DPS/THSSAA within thirty (30) days after DPS/THSSAA requests such refund.

Initial _____ Date _____

Suspension

In the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, DPS/THSSAA may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds.

Termination

DPS/THSSAA's Right to Terminate. DPS/THSSAA shall have the right to terminate this Sub-recipient agreement, in whole or in part, at any time before the end of the Performance Period, whenever DPS/THSSAA determines that the Sub-recipient has failed to comply with any of this Sub-recipient Agreement's terms. DPS/THSSAA shall notify the Sub-recipient in writing prior to the thirtieth (30th) day preceding the termination of such determination and include:

1. the reasons for such termination;
2. the effective date of such termination; and
3. in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

Appeal may be made to the Deputy Director of Homeland Security, Department of Public Safety.

Enforcement

In taking an enforcement action, the awarding agency will provide the sub-recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the sub-recipient is entitled under any statute or regulation applicable to the action involved.

Conflict of Interest

No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Monitoring

Sub-recipients will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirement, timelines, milestone completion, budget, and other related program criteria are being met.

DPS/THSSAA or its authorized representative reserves the right to perform periodic desk/office-based and/or on-site monitoring of the Sub-recipient's compliance with this Sub-recipient agreement's terms and conditions and of the adequacy and timeliness of the Sub-recipient's performance pursuant to this Sub-recipient agreement. After each monitoring visit, DPS/THSSAA shall provide the Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in the Sub-recipient's performance under this Sub-recipient agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the Sub-recipient. Failure by the Sub-recipient to take action specified in the monitoring report may be cause for this Sub-recipient agreement's suspension or termination pursuant to the Suspension and/or Termination Section.

Audit

Audit of Federal and State Funds. The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement as required by the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26). The Sub-recipient will also comply, as applicable, with Texas Government Code, Chapter 783, 1 TAC 5.141, et. seq. and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements.

Right to Audit. The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit DPS/THSSAA or its authorized representative to audit the Sub-recipient's records. The sub-recipient shall provide any documents, materials or information necessary to facilitate such audit.

Sub-recipient's Liability for Disallowed Costs. The Sub-recipient understands and agrees that it shall be liable to DPS/THSSAA for any costs disallowed pursuant to financial and compliance audit(s) of Sub-recipient agreement funds. The Sub-recipient further understands and agrees that reimbursement to DPS/THSSAA of such disallowed costs shall be paid by the Sub-recipient from funds that were not provided or otherwise made available to the Sub-recipient pursuant to this Sub-recipient agreement or any other federal contract.

Sub-recipient's Facilitation of Audit. The Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/THSSAA may require of the Sub-recipient. The Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

Other Requirements

A. During the performance period of this grant, Sub-recipient government jurisdictions must maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM). This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in the Sub-recipient government jurisdiction's plan, Sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.

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B. Projects identified in the DPS/THSSAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of the grant. Sub-recipient will submit its project plans, narrative and budget to DPS/THSSAA and FEMA (if required) for approval prior to expending or requesting advances of any funds for this award. During the performance period of this grant, Sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.

C. During the performance period, the Sub-recipient must be a registered user of the Texas Regional Response Network (TRRN) (or other response asset inventory management system specified by DPS/THSSAA) and must identify all major resources such as vehicles and trailers, equipment costing \$5,000 or more, and specialized teams/response units equipped and/or trained using grant funds (i.e. hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.

D. Sub-recipients must submit Fiscal Year 2010 Indirect Cost Allocation Plan signed by Cognizant Agency. "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 CFR Part 225 on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies. Plan should be forwarded to the DPS/THSSAA.

E. Regional Planning Commissions/Council of Governments (COGs) will follow guidelines listed in the DPS/THSSAA FY2011 COG Statement of Work.

F. Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. The sub-recipient agrees to consult with DPS/THSSAA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

Closing the Grant

A. The Sub-recipient must have expended all grant funds and submitted expenditure reimbursement requests and any invoices by the end of the performance period listed on the sub-recipient agreement.

B. DPS/THSSAA will close a sub-award after receiving Sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to award modifications and payments. If the close out review and reconciliation indicates that the Sub-recipient is owed additional funds, DPS/THSSAA will send the final payment automatically to the Sub-recipient. If the Sub-recipient did not use all the funds received, DPS/THSSAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds. Sub-recipient will return the funds to the DPS/THSSAA within 30 days of receiving the GAN.

C. At the completion of the sub-recipient's performance period, DPS/THSSAA will de-obligate all uncommitted / unexpended funds.

Restrictions, Disclaimers and Notices

A. In cases where local funding is established by a COG or UASI governing board, the release of funds by DPS/THSSAA is contingent upon funding allocation approval by the governing board.

B. Notwithstanding any other agreement provisions, the parties hereto understand and agree that DPS/THSSAA's obligations under this agreement are contingent upon the receipt of adequate funds to meet DPS/THSSAA's liabilities hereunder, except as required by HSGP grant. DPS/THSSAA shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Sub-recipient Award.

C. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express or Loan Star, to the other party at its respective address set forth below or to a Point of Contact listed for the sub-recipient in the DPS/THSSAA Grants Management System.

DPS/THSSAA Contact Information	Sub-Recipient Contact Information (Please Fill-in Contact Information below)
Deputy Assistant Director, Texas Homeland Security State Admin. Agency Texas Department of Public Safety P.O. Box 4087 Austin, TX 78773-0220	Name: Title: Agency: Address:

Uniform Administrative Requirements, Cost Principals and Audit Requirements

Except as specifically modified by law or this Sub-recipient agreement's provisions, the Sub-recipient shall administer the award through compliance with the most recent version of all applicable Laws and Regulations. A non-exclusive list is provided below.

A. Administrative Requirements

1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).
3. 44 CFR Part 10, Environmental Considerations

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B. Cost Principles

1. 2 C.F.R. Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
2. 2 C.F.R. Part 220, Cost Principles for Education Institutions (OMB Circular A-21)
3. 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. 48 CFR 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

C. Audit Requirements –OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

D. Grant Guidance

The sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the applicable FY2011 Grant Program Guidance and application kit and supplemental resources, e.g., for Homeland Security Grant Program currently available at http://www.fema.gov/bxt/government/grant/2011/fy11_hsgp_kit.txt; for Regional Catastrophic Preparedness Grant Program, http://www.fema.gov/bxt/government/grant/2011/fy11_rcpgp_kit.txt; for Emergency Operations Center Grant Program http://www.fema.gov/bxt/government/grant/2011/fy11_eoc_kit.txt; and Nonprofit Security Grant Program, http://www.fema.gov/bxt/government/grant/2011/fy11_nsgp_kit.txt.

Lobbying Prohibited

Sub-Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly in support of the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of FEMA.

Environmental Review

The Sub-recipient, as soon as possible upon receiving their grant award, must provide information to DPS/THSSAA to assist with the legally-required environmental planning and historic preservation (EHP) review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/THSSAA for review. These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. The recipient must comply with all Federal, State, and local EHP requirements and obtain applicable permits and clearances. See FEMA Information Bulletin 329.

Recipient shall not undertake any written activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older. Recipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office. Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may not be eligible for grant funding.

Retention and Accessibility of Records

Retention of Records. The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to the applicable OMB Circular, 44 CFR Section 13.42, UGMS §.42, and this Sub-recipient agreement. The Sub-recipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for 3 years after any real estate or equipment final disposition. The DHS or DPS/THSSAA may direct the sub-recipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.

Access to Records. The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the Sub-recipient pertaining to this Sub-recipient agreement including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by the Sub-recipient. The Sub-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, Texas Government Code Chapter 552.

Inclusion in Subcontracts. The Sub-recipient shall include the substance of the Retention of Records and Access to Records sections in all subcontracts.

After Action Reporting. The Sub-recipient shall complete, deliver to the appropriate source, and retain copies of all after-action and certificates of completion for all training and exercises paid for by this grant.

Legal Authority

Signatory Authority. The Sub-recipient assures and guarantees that the Sub-recipient possesses the legal authority to enter into this Sub-recipient agreement, receive Sub-recipient agreement funds and to perform the services the Sub-recipient has obligated itself to perform pursuant to this Sub-recipient agreement.

Authorized Representative. The person or persons signing and executing this Sub-recipient agreement on the Sub-recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the Sub-recipient to execute this Sub-recipient agreement on the Sub-recipient's behalf and to validly and legally bind the Sub-recipient to all contractual terms, performances and provisions.

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Conflicts in Requirements. If conflict exists between federal, state, or local requirements, the sub-recipient shall comply with the strictest requirement.

Notice of Litigation and Claims

The Sub-recipient shall give DPS/THSSAA immediate notice in writing of any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out of the performance under this Sub-recipient agreement.

Except as otherwise directed by DPS/THSSAA, the Sub-recipient shall furnish immediately to DPS/THSSAA copies of all documentation or pleadings received by the Sub-recipient with respect to such action or claim.

Non-Waiver of Defaults

ANY FAILURE OF DPS/THSSAA, AT ANY TIME, TO ENFORCE OR REQUIRE THE STRICT KEEPING AND PERFORMANCE OF ANY PROVISION OF THIS AGREEMENT WILL NOT CONSTITUTE A WAIVER OF SUCH PROVISION, AND WILL NOT AFFECT OR IMPAIR SAME OR THE RIGHT OF DPS/THSSAA AT ANY TIME TO AVAIL ITSELF OF SAME. A WAIVER DOES NOT BECOME EFFECTIVE UNLESS DPS/THSSAA EXPRESSLY AGREES TO SUCH WAIVER IN WRITING. ANY PAYMENT BY DPS/THSSAA SHALL NOT CONSTITUTE A WAIVER OR OTHERWISE IMPAIR OR PREJUDICE ANY RIGHT, POWER, PRIVILEGE, OR REMEDY AVAILABLE TO DPS/THSSAA TO ENFORCE ITS RIGHTS, AS SUCH RIGHTS, POWERS, PRIVILEGES, AND REMEDIES ARE SPECIFICALLY PRESERVED.

Indemnity

AS PERMITTED BY LAW, SUB-RECIPIENT SHALL INDEMNIFY, DEFEND AND HOLD DPS/THSSAA AND THE STATE OF TEXAS (INCLUDING ITS DIRECTORS, COMMISSIONERS, EMPLOYEES, AGENTS AND THEIR SUCCESSORS) ("INDEMNITEES") HARMLESS FROM AND AGAINST ANY OF THE FOLLOWING THAT ARISE OUT OF OR RESULT FROM SUB-RECIPIENT'S NEGLIGENCE (ANY AND ALL), FAULT, ACT, FAILURE TO ACT, OMISSION, BREACH OF THIS AGREEMENT OR VIOLATION OF ANY STATE OR FEDERAL LAW AND/OR REGULATION, AS WELL AS ANY VIOLATION OF ANY MATTER MADE THE BASIS OF A TREATY AND/OR CONVENTION AND/OR AGREEMENT BETWEEN THE UNITED STATES AND ANOTHER NATION: CLAIMS; LAWSUITS; DAMAGES; LIABILITIES; PENALTIES; TAXES; FINES; INTEREST; EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, INVESTIGATION COSTS AND ALL DIRECT OR INDIRECT COSTS OR EXPENSES INCURRED IN DEFENDING AGAINST ANY CLAIM, LAWSUIT, OR OTHER PROCEEDING, INCLUDING THOSE EXPENSES INCURRED IN ANY NEGOTIATION, SETTLEMENT, OR ALTERNATIVE DISPUTE RESOLUTION); ANY AND ALL DAMAGES, HOWEVER CHARACTERIZED, SUCH AS DIRECT, GENERAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, LOSS OF USE, OR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR THE RIGHTS PROVIDED THEREIN.

IN ANY AND ALL CLAIMS AGAINST ANY OF THE INDEMNITEES BY ANY EMPLOYEE OF THE SUB-RECIPIENT OR ANY EMPLOYEE OF ITS SUBCONTRACTOR(S), THE INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT WILL NOT BE LIMITED IN ANY WAY BY THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE SUB-RECIPIENT OR ANY OF ITS SUBCONTRACTOR(S) UNDER WORKER'S DISABILITY COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEE BENEFITS ACTS.

SUB-RECIPIENT SHALL COORDINATE ITS DEFENSE AND ANY SETTLEMENT WITH THE ATTORNEY GENERAL FOR THE STATE OF TEXAS AS REQUESTED BY THE DPS/THSSAA. IN ANY SETTLEMENT, SUB-RECIPIENT MUST NOT MAKE ANY ADMISSION OF LIABILITY ON THE PART OF ANY OF THE INDEMNITEES.

THIS SECTION SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION, CONTRIBUTION OR RIGHT WHICH ANY OF THE INDEMNITEES HAVE BY LAW OR EQUITY.

THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

Changes and Amendments

Modification. FEMA or the DPS/THSSAA may change the award document after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates sub-recipient's acceptance of the changes to the award.

Written Amendment. Alterations, additions or deletions to this Sub-recipient agreement's terms, such as changes to period of performance and award amounts, will be made through Grant Adjustment Notices generated by the DPS/THSSAA web-based grants management system and executed by the Parties.

Authority to Amend. During the period of this Sub-recipient agreement's performance DPS/THSSAA and/or FEMA may issue policy directives that serve to establish, interpret or clarify this Sub-recipient agreement's performance requirements. Such policy directives shall be promulgated by DPS/THSSAA or FEMA in the form of Information Bulletins and Sub-recipient Manuals and shall have the effect of qualifying this Sub-recipient agreement's terms and shall be binding upon the Sub-recipient as if written in the Sub-recipient agreement.

Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to the Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation. In the event FEMA or DPS/THSSAA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate sub-recipient acceptance of the changes to the award.

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Headings

Headings and captions of this Sub-recipient agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Sub-recipient agreement's terms or be used to interpret or assist in the construction of this Sub-recipient agreement.

Venue

For purposes of litigation pursuant to this Sub-recipient agreement, venue shall lie in Travis County, Texas, and be governed by Texas Law.

Other General Conditions

DUNS Number. Sub-recipient confirms its Data Universal Numbering Systems Number (DUNS) is the number listed on the Sub-recipient agreement award. Data Universal Numbering System (DUNS) number means the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>.

Central Contractor Registration and Universal Identifier Requirements. Sub-recipient maintains that it has registered on www.ccr.gov, and entered DPS/THSSAA-required information. See SAA Information Bulletin. Sub-recipient will keep current, and then review and update the CCR information at least annually, at the beginning of September of each year. Sub-recipient will keep information current in Central Contractor Registration database until the later of when it submits this grant's final financial report or receives final grant award payment. Sub-recipient agrees that it will not make any subaward agreement or contract related to this award without first obtaining the vendor/subawardee's mandatory DUNS number. See section .210 of OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations.

Reporting Total Compensation of Sub-recipient Executives. 2 CFR 170.320; see FEMA Information Bulletin 350; SAA Information Bulletin.

1. Applicability and what to report: Sub-recipient must report whether Sub-recipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 CFR 170.320. Sub-recipient must report whether 80% or more of Sub-recipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Sub-recipient answers "yes" to both questions, Sub-recipient must report, along with Sub-recipient's DUNS number, the names and total compensation (see 17 CFR 229.402(c)(2)) for each of the Sub-recipient's five most highly compensated executives for the preceding completed fiscal year.

2. Where and when to report. Sub-recipient must report executive total compensation at www.ccr.gov. By signing this agreement Sub-recipient is certifying that, if required, Sub-recipient's jurisdiction has already registered, entered the required information, and agrees to keep information in the Central Contractor Registration database current, and update the information at least annually at the beginning of September for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Sub-recipient agrees that it will not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.

Contract Provisions. All contracts executed under this award will contain the contract provisions listed under 44 CFR 13.37(b), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

No Contracts with Debarred or Suspended Parties. Prior to contracting with any vendor or subawardee, the Sub-recipient will determine whether the vendor/subawardee is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department and agency and will confirm the vendor/subawardee does not appear in the Excluded Parties List System, currently at www.epls.gov/search.do.

Direct Deposit. Since September 1, 2011, Sub-recipient has either forwarded or is currently forwarding to DPS an updated direct deposit form currently available at <http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf>. Sub-recipient may simultaneously sign up for the Advance Payment Notification email feature which provides state of Texas payees with a one-business-day advance notice that a direct deposit payment has been sent to their financial institution. After receiving an APN, payees may securely access their payment details online.

Points of Contacts. Within 30 days of any change, Sub-recipient will enter, confirm, and/or correct the chief elected official, program, and/or financial points of contact in the DPS/THSSAA grant management system.

Publications. All publications produced as a result of this funding, which are submitted for publication in any magazine, journal, or trade paper shall carry the following: "This material is based upon work supported by the U.S. Department of Homeland Security. The views and conclusions contained in this document are those of the authors and should not be interpreted as necessarily representing the official policies, either expressed or implied, of the U.S. Department of Homeland Security."

Quarterly Performance Reports. The sub-recipient will submit performance reports and progress reviews per DPS/THSSAA and/or FEMA's direction. Currently most reports are entered into the grants management system. For Homeland Security Grant Program, Emergency Operations Center Grant Program, Regional Catastrophic Preparedness Grant Program and Non-profit awards performance reports are currently due on each January 20, April 20, July 20 and October 20. The final report is to be filed the quarter after the end of Sub-recipients performance period. Failure to timely complete performance reports will result in the Sub-recipient being unable to request additional reimbursements/advances.

Controlled Unclassified Information. Some information and materials provided pursuant to or resulting from this Award may be export controlled, sensitive, for official use only or otherwise protected by law, executive order or regulation. The sub-recipient is responsible for compliance with all applicable laws and regulations.

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Security Requirements. Sub-recipients of this award shall use their own security procedures and protections to protect Sensitive Information received or distributed under this Award. The sub-recipient shall also establish procedures to provide reasonable assurance that no Sensitive Information will be developed or generated under this award. Such security procedures should include procedures (e.g., security check forms, type of background check/investigations performed (if necessary) and requirements for successful adjudication of the type of background check/investigations performed) to determine the suitability of sub-recipients' personnel requiring recurring access to government facilities or access to Sensitive Information provided under this award. A copy of the security procedures and any proposed Non-Disclosure Agreement for the sub-recipients' personnel shall be submitted to the DPS/THSSAA within two (2) weeks after signing this agreement. The sub-recipient will be notified of any concerns that may be identified once the security procedures are forwarded and reviewed by DHS.

Sensitive Information. Work under this award may involve access to Sensitive Information from the Federal Government. Therefore, the sub-recipient shall not disclose, orally or in writing, any Sensitive Information to any person unless authorized in writing by the DHS Grants Officer. Further, the sub-recipient shall ensure that Sensitive Information is protected in such a manner that it is safeguarded from public disclosure in compliance with local, state or Federal laws and with sub-recipient's security procedures. For those sub-recipient personnel authorized access to Sensitive Information, the sub-recipient must ensure that these persons receive training concerning the protection and disclosure of Sensitive Information both during and after the period of performance.

Public Dissemination of Sensitive Information. The sub-recipient will notify the DPS/THSSAA of any workshops, conferences, seminars or other public venues at least 100 days before presenting any potentially sensitive information regarding this project. No Sensitive Information may be presented by the sub-recipients' personnel without DPS/THSSAA and DHS Grants Officer's review and prior written approval.

Security Concerns/Violations. The sub-recipient shall inform the THSSAA's Deputy Assistant Director in writing within two (2) days of the sub-recipient being made aware of any security concerns with individuals having access to government facilities or Sensitive Information. In the event that Sensitive Information is divulged in violation of sub-recipient's security procedures, the sub-recipient will immediately notify the DPS/THSSAA Deputy Assistant Director and take appropriate law enforcement and legal action.

Site Visits. The DHS and/or DPS/THSSAA, through authorized representatives, has the right, at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by the DHS on the premises of the sub-recipient, or a contractor under this Award, the sub-recipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

Use of DHS, DPS, and DPS/THSSAA Seals and Non-Endorsement. The sub-recipient shall obtain the respective agency's prior written approval before using either agencies' seal. Funding of this Award does not equate to endorsement of use of funding agencies' seals.

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Prohibited Activities

1) Trafficking In Person and Commercial Sex Act Prohibition

- a) Provisions applicable to a sub-recipient that is a private entity.
- i) A sub-recipient and/or the sub-recipient's employees, may not:
 - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or sub-award under this award.
 - ii) DPS/THSSAA or FEMA may unilaterally terminate this award, without penalty, if the sub-recipient that is a private entity:
 - (1) Is determined to have violated a prohibition in paragraph 1a of this award term; or
 - (2) Has an employee who is determined by an agency official authorized to terminate the award to have violated a prohibition of this award term through conduct that is either:
 - (a) Associated with performance under this award; or
 - (b) Imputed to the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement)," as implemented at 2 CFR Part 3000.
- b) Provisions applicable to a sub-recipient that is not a private entity.
- i) THSSAA may unilaterally terminate this award, without penalty, if the sub-recipient:
 - ii) Is determined to have violated a prohibition in paragraph 1a of this award term; or
 - iii) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a1 of this award term through conduct that is either:
 - (1) Associated with performance under this award; or
 - (2) Imputed to the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement)," as implemented at 2 CFR Part 3000.
- c) Provisions applicable to any recipient:
- i) A Sub-recipient must inform the DPS/THSSAA immediately of any information it received from any source alleging a violation of a prohibition in paragraph a1 of this award term.
 - ii) DPS/THSSAA's right to terminate unilaterally is described in 1b or 2 of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to DPS/THSSAA under this award.
 - iii) Sub-recipient must include the requirements of 1a of this award term in any sub-award the sub-recipient makes to a private entity.
- d) Definitions. For purposes of this award term:
- i) "Employee" means either:
 - (1) An individual employed by a sub-recipient who is engaged in the performance of the project or program under this award; or
 - (2) Another person engaged in the performance of the project or program under this award and not compensated by Sub-recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - ii) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt, bondage, or slavery.
 - iii) "Private entity" means:
 - (1) Any entity other than a State, local government, Indian Tribe, or foreign public entities, as those terms are defined in 2 CFR 175.25.
 - (2) Includes:
 - (a) A non-profit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b).
 - (b) A for-profit organization
- iv) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

2) Classified Security Condition

- a) "Classified national security information" as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.
- b) No funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for that access to such information
- c) Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information by the contractor, sub-awardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Branch Program (ISBP), or an appropriate official within the Federal department or agency with whom the classified effort will be performed.
- d) Such contracts, sub-awards, or other agreements shall be processed and administered in accordance with the DHS " Standard Operation Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EO's 12829, 12959, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and /or other applicable implementing directives or instruction. All security requirement documents are currently located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>.
- e) Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, sub-award, or other agreement, and prior to execution of any action to facilitate the acquisition of such a contract sub-award, or other agreement, the award recipient shall contact ISPB, or the appropriate Federal department or agency, for approval and processing instructions. DHS Office of Security ISPB contact information: Telephone: 202-447-5346, Email: D254AdministrativeSecujidhs.gov, Mail: Department of Homeland Security, Office of the Chief Security Officer, ATTN: ASD/Industrial Security Program Branch, Washington, DC. 20528

Initial _____ Date _____

Operation Stonegarden (OPSG) Specific Condition

The OPSG Sub-recipient is prohibited from obligating or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific, or modified county level or equivalent Operational Order/Frag Operation Order with embedded estimated operational budget has been reviewed and approved through an official email notice issued by FEMA removing this special programmatic condition. The Operations Order approval process/structure is as follows: Operations Orders are submitted to (1) THE APPROPRIATE Customs and Border Productions (CBP) Border Patrol (BP) Sector Headquarters (HQ) upon approval by the Sector HQ, forwarded through the Border Patrol Enforcement Transfer System (BPets) system to (2) the OPSG Coordinator, CBP/BP Washington, DC and upon approval forwarded to (3) Federal Emergency Management Agency (FEMA), Grant Program Directorate (GPD), Grant Development and Administrative Division (GD&A). Notification of release of programmatic hold will be sent by FEMA via email to the Texas Homeland Security State Administrative Agency (THSSAA) with a copy to OPSG Coordinator at CBP/BP HQ, Washington DC.

Emergency Operations Center Grant Program (EOCGP) Specific Condition

The Sub-recipient is prohibited from obligating, expending or drawing down EOCGP funds provided through this award until the required budget and budget narrative are reviewed and approved by FEMA and an official notice has been issued from FEMA removing this special condition.

Regional Catastrophic Preparedness Grant Program (RCPGP) Specific Condition

The Sub-recipient is prohibited from obligating or expending RCPGP funds provided through this award until the required budget and budget narrative are approved by FEMA and this condition is rescinded. In addition, the Sub-recipient is prohibited from obligating or expending RCPGP funds provided through this award until DHS/FEMA has provided signed approval of the project narrative and project plans to the Sub-recipient.

State Requirements for Grants

Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Sub-recipient agreement's activities and performances rendered by the Sub-recipient including but not limited to the laws and the regulations promulgated in Texas Government Code Chapter 783, Uniform Grant and Contract Management Code: State Administrative Agency Information Bulletins, currently available at http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm, Texas Uniform Grants Management Standards (UGMS) currently at governor.state.tx.us/files/state-grants/7UGMS062004.doc; and the State Administrative Agency Sub-recipient Manual, currently available at http://www.txdps.state.tx.us/director_staff/saa/documents/subrecipientManual.pdf. Sub-recipient(s) must, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of the award, and the approved application.

The Sub-recipient will follow Texas General Appropriations Act, Art. IX, section 4.05 which requires conforming with:

- a) Texas General Appropriations Act, Art. IX, Parts 2 and 3 of the General Appropriations Act, except there is no requirement for increased salaries for local government employees;
- b) Texas Government Code section 556.004, 556.005, and 556.006 including not using any money or vehicle to support the candidacy of any person for office; not influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose; and not using grant funds to influence the passage or defeat of a legislative including not assisting with the funding of a Lobbyist, or using grant funds to pay dues to an organization with a registered Lobbyist;
- c) Texas Government Code section 2113.012 and 2113.101 including not using grant funds to compensate any employee who uses alcoholic beverages on active duty plus Sub-recipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
- d) Texas General Appropriations Act, Art. IX, section 6.13 requiring Sub-recipients to make every effort to attain key performance target levels associated with this grant award, including performance milestones, milestone time frames, and related performance reporting requirements; and
- e) General Appropriations Act, Art. IX, section 7.01, 7.02, and 7.03 and Texas Government Code § 2102.0091, including grants funds may only be expended if the Sub-recipient timely completes and files its reports.

Please fill in the appropriate information and sign.

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

Signature of Authorized Official _____

Date _____

Initial _____ Date _____

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this agreement.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

Initial _____ Date _____

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this program.

Please fill in the appropriate information and sign.

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

Signature of Authorized Official _____ Date _____

Initial _____ Date _____

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this agreement.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

Initial _____ Date _____

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this program.

Please fill in the appropriate information and sign.

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

Signature of Authorized Official _____ Date _____

Initial _____ Date _____

Exhibit C

Certifications

The undersigned, _____ (print), as the authorized official of _____ certifies the following to the best of his/her knowledge and belief.

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, of modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.

C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification). The Sub-recipient certifies that it and its principals and vendors:

1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to www.epls.gov and the State Debarred Vendor List www.window.state.tx.us/procurement/prog/vendor_performance/debarred.

2. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification; and

4. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; or

5. Where the sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this agreement. (Federal Certification)

E. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

F. Sub-recipient must comply with 2 CFR Part 180 Subpart C as a condition of receiving grant funds, and sub-recipient must require such compliance in any sub-grants or contract at the next tier.

G. Drug-free Workplace Act, as amended, 41 U.S.C. §701 et seq. – Requires the recipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, place(s) where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. The recipient must notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 CFR Part 17.

H. Sub-recipient agrees that it is not delinquent on any Federal debt.

I. Sub-recipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.

Initial _____ Date _____

J. Sub-recipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

Please fill in the appropriate information and sign.

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

Signature of Authorized Official _____ Date _____

Initial _____ Date _____

EXHIBIT D

State of Texas Assurances

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient

1. Will comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Must insure that all information collected, assembled, or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Must comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Will not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the subgrantee is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Must comply with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules if the subgrantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Will follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section __.36 for additional guidance on contract provisions).
8. Must comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
10. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Will insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

Initial _____ Date _____

15. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

16. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

17. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

18. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

20. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

21. Will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

22. Will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Will comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. Certifies that is and its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epis.gov>.

25. Must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Please fill in the appropriate information and sign.

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

Signature of Authorized Official _____

Date _____

Initial _____ Date _____

AI-42408

Health & Human Services Dept. 9. A.

CC REGULAR

Meeting Date: 01/07/2014

Submitted For: Eddie Olivarez

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to accept the Immunization Branch - Locals grant contract amendment #2014-000022-01. The purpose of this amendment is:

- 1.) One word change to the Work Plan / Exhibit, under C-5, fourth bullet under activities section ("over" to "under");
- 2.) Addition to the Financial Status Report requirements and due dates to the Programmatic Reporting Requirements Section;
- 3.) Update of the LHD ILA reporting requirements program end date from 05/30/2014 to 05/31/2014. The effective date of this amendment is 01/07/14.

BACKGROUND

08/27/13 - AI-40214 - Acceptance of original Immunization Branch - Locals FY 14 grant contract.

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1293-441-00-340-012-4-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

This amendment does not include any fiscal impact to existing grant budget.

Attachments

Contract Amendment

Exhibit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/18/2013 10:47 AM
Manuel Chapa	Manuel Chapa	12/23/2013 03:59 PM
Purchasing Department	Monica Badillo	01/03/2014 05:25 PM
Form Started By: Mike Escaname		Started On: 12/18/2013 09:20 AM
	Final Approval Date: 01/03/2014	

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2014-000022-01**



This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Hidalgo County (Contractor), a Governmental, (collectively, the Parties) entity.

- 1. Purpose of the Contract:** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.
- 2. Total Amount:** The total amount of this Contract is \$649,320.00.
- 3. Funding Obligation:** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
- 4. Term of the Contract:** This Contract begins on 09/01/2013 and ends on 08/31/2014. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
- 5. Authority:** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.
- 6. Program Name:** IMM/LOCALS Immunization Branch-Locals

7. Statement of Work:

Contractor shall implement and operate an immunization program for children, adolescents, and adults, with special emphasis on accelerating interventions to improve the immunization coverage of children two (2) years of age or younger (0 to 35 months of age). Contractor shall incorporate traditional and non-traditional systematic approaches designed to eliminate barriers, expand immunization capacity, and establish uniform operating policies, as described herein.

Contractor shall perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

Contractor shall be enrolled as a provider in the Texas Vaccines for Children Program (TVFC) which includes a signed Deputization Addendum to TVFC Provider Enrollment Form (E6-102), by the effective date of this Program Attachment, and must adhere to the TVFC Operations Manual and associated TVFC policy guidelines provided by DSHS (located at http://www.dshs.state.tx.us/immunize/tvfc/tvfc_manual.shtm).

Contractor shall comply with written policies and procedures provided by DSHS in managing vaccines supplied through the TVFC program, including guidelines for proper storage and handling of vaccines and for safeguarding vaccine in the event of natural disaster. Contractor shall comply with all requirements laid out in the final, approved Work Plan (Exhibit A).

- Contractor will use the current vaccine management system as described in the TVFC Operations Manual.
- Contractor shall notify providers of changes to vaccine management reporting, and present updates and training to providers, as requested by DSHS.
- Contractor shall plan and implement community-based activities and collaborations to accomplish the required tasks as specified in the final, approved Work Plan (Exhibit A).

Contractor shall report all reportable conditions as specified in 25 Texas Administrative Code (TAC) Part I §§97.1-97.6 and §§97.101-97.102, and as otherwise required by law.

Contractor shall report all vaccine adverse event occurrences in accordance with the 1986 National Childhood Vaccine Injury Act (NCVIA) 42 U.S.C. § 300aa-25 (located at <http://vaers.hhs.gov/> or 1-800-822-7967).

Contractor shall inform and educate the public about vaccines, and vaccine-preventable diseases, as described in the DSHS Immunization Contractors Guide for Local Health Departments.

Contractor shall conduct outreach and collaborative activities with American Indian tribes located within the boundaries of the contractor's jurisdiction.

Contractor shall work to promote a health care workforce within the Local Health Department's service area (including Contractor's staff) that is knowledgeable about vaccines, vaccine safety, vaccine-preventable diseases, and delivery of immunization services.

Contractor shall not deny vaccinations to recipients because they do not reside within Contractor's jurisdiction or because of an inability to pay an administration fee.

Contractor shall comply with all applicable federal and state regulations and statutes, including but not limited to:

- Human Resources Code §42.043, VTCA;
- Education Code §§38.001-38.002, VTCA;
- Health and Safety Code §§12.032, 81.023 and 161.001-161.009, VTCA;
- 25 TAC Chapter 97;
- 25 TAC, Chapter 96;
- 25 TAC, Chapter 100;
- 42 USC §§247b and 300 aa-25;
- Omnibus Budget Reconciliation Act of 1993, 26 USC §4980B; and Senate Bill 346.

Contractor shall comply with current applicable state and federal standards, policies and guidelines, including but not limited to DSHS's Standards for Public Health Clinic Services, revised August 31, 2004 (located at <http://www.dshs.state.tx.us/qmb/default.shtm#public>).

Contractor shall be responsible for conducting outreach regarding vaccinations for children (19 through 35 months of age in the Contractor's jurisdiction) included on the list distributed to Contractor by DSHS. Lists are distributed at the start of each quarterly reporting period (September 01, 2013, December 01, 2013, March 01, 2014, June 01, 2014.).

Contractor must receive written approval from DSHS before varying from applicable policies, procedures, protocols, and/or work plans, and must update and disseminate its implementation documentation to its staff involved in activities under this contract within forty-eight (48) hours of making approved changes.

Contractor shall review monthly grant funding expenditures and salary savings from any grant-paid staff vacancies and revise spending plan to ensure that all funds will be properly expended under this contract before the end of the contract term on August 31, 2014.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a monthly basis. If expenditures are below what is projected in Contractor's total Program Attachment amount, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

Performance Measures:

The following performance measure(s) will be used, in part, to assess Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the terms of the Contract.

Contractor shall:

- Investigate and document, in accordance with DSHS Texas Vaccine-Preventable Disease Surveillance Guidelines (located at <http://www.dshs.state.tx.us/idcu/investigation/conditions/>) and NBS Data Entry Guidelines, at least 90% of suspected reportable vaccine-preventable disease cases within thirty (30) days of notification.
- Complete 100% of the follow-up activities, designated by DSHS, for TVFC provider quality assurance site visits assigned by DSHS.

- Ship overstocked vaccines and vaccines approaching expiration to alternate providers for immediate use when instructed to do so by the HSR Immunization Program Manager to avoid vaccine waste.
- Contact and provide case management to 100% of the number of hepatitis B surface antigen-positive pregnant women identified.
- Contact 100% or 300 per FTE (whichever is fewer) families of children who are not up-to-date on their immunizations according to the ImmTrac-generated list provided to the LHD by DSHS at the beginning of each reporting period.
- Perform outreach and education activities targeting adolescents 14 to 18 years of age and their parents via high schools, colleges and universities, Junior Reserve Officer Training Corps (JROTC) and military recruitment centers to satisfy Texas Health and Safety Code Chapter 161, Subsection A, Section 161.0095 requirements
- Participate in at least one collaborative meeting concerning tribal health issues, concerns, or needs with American Indian tribal members during the contract term if American Indian tribes are in their jurisdiction.
- Report outreach done, and collaborative efforts made, with the American Indian tribes in the LHD's jurisdiction.
- Review 100% of monthly biological reports, vaccine order forms (when applicable), and temperature logs for accuracy to ensure the vaccine supply is within established maximum stock levels.
- Complete 100% of child-care facility and Head Start center assessments, in accordance with the Immunization Population Assessment Manual, as assigned by DSHS.
- Complete 100% of public and private school assessments, retrospective surveys, and validation surveys, in accordance with the Immunization Population Assessment Manual, as assigned by DSHS.
- Report number of doses administered to underinsured children monthly, as directed by DSHS.
- Report the number of unduplicated underinsured clients served, as directed by DSHS.

Contractor shall utilize the AFIX (Assessment, Feedback, Incentives, and eXchange) methodology, found in the Immunization Quality Assurance Tool Resource Manual, (located at http://www.dshs.state.tx.us/immunize/docs/QA_site_visit.pdf) to conduct quality assurance site-visits for all sub-contracted entities and non-local health department Women, Infant and Children (WIC) clinics. Assessment shall be done using the DSHS Immunization Quality Assurance Site Visit tool provided by DSHS and the Comprehensive Clinic Assessment Software Application (Co-CASA), as specified by the DSHS Program. Contractor shall submit assessment results to the designated DSHS Regional Immunization Program manager within two (2) weeks after completion.

Programmatic Reporting Submission Requirements:

Contractor is required to complete and submit a LHD ILA Quarterly Report form, utilizing the format provided by the DSHS Program and available at: <http://www.dshs.state.tx.us/immunize/providers.shtm>

Contractors LHD ILA Quarterly Reports should be submitted electronically to dshsimmunizationcontracts@dshs.state.tx.us.

See Programmatic Reporting Requirements section for required reports.

BILLING INSTRUCTIONS:

Contractor shall request payment electronically through the Contract Management and Procurement System (CMPS) with acceptable supporting documentation for reimbursement of the required services/deliverables. Billing will be performed according to CMPS instructions found at the following link <http://www.dshs.state.tx.us/cmeps/>. For assistance with CMPS, please email CMPS@dshs.state.tx.us or call 1-855-312-8474.

8. Service Area

Hidalgo County

This section intentionally left blank.

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00022

DCPS "GOLIVE" IMMUNIZATION LOCALS
PROPOSAL

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 08/31/2014

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.268, 93.268, 93.268, 93.268, 93.268, 93.268, State

14. DUNS Number:

103110834

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
LHD ILA Quarterly Report	Quarterly	09/01/2013	11/30/2013	12/30/2013
LHD ILA Quarterly Report	Quarterly	12/01/2013	02/28/2014	03/31/2014
LHD ILA Quarterly Report	Quarterly	03/01/2014	05/31/2014	06/30/2014
LHD ILA Quarterly Report	Quarterly	06/01/2014	08/31/2014	09/30/2014
Financial Status Report	Quarterly	09/01/2013	11/30/2013	12/30/2013
Financial Status Report	Quarterly	12/01/2013	02/28/2014	03/31/2014
Financial Status Report	Quarterly	03/01/2013	05/31/2014	06/30/2014
Financial Status Report	Quarterly	06/01/2014	08/31/2014	10/31/2014

16. Special Provisions

General Provisions, ARTICLE II SERVICES, Section 2.02 Disaster Services, is revised to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts, as pre-approved in writing by DSHS. DSHS shall reimburse Contractor up to 5% of this Program Attachment funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

General Provision, ARTICLE III. FUNDING, Section 3.03 Use of Funds Section, is revised to include:

- Funds shall not be used for purchase of vaccines, inpatient care, construction of facilities, or debt retirement.
- Travel expenses shall be reimbursed according to Contractor's written travel policy, as submitted and approved with Contractor's FY2014 Application for Immunization Funds. If no written travel policy was submitted, or if the submitted policy is not approved by DSHS, travel expenses shall be reimbursed according to current State of Texas Travel Policy at <http://online.dshs.state.tx.us/traveloffice.aspx>

For immunization activities performed under this Program Attachment, General Provisions, ARTICLE XII. General Business Operations of Contractor, Section 12.06 Overtime Compensation, is replaced with the following paragraphs:

- Contractor is authorized to pay employees who are not exempt under the Fair Labor Standards Act (FLSA), 29 USC, Chapter 8, §201 et seq., for overtime or compensatory time at the rate of time and one-half per FLSA.
- Contractor is authorized to pay employees who are exempt under FLSA on a straight time basis for work performed on a holiday or for regular compensatory time hours when the taking of regular compensatory time off would be disruptive to normal business operations.
- Authorization for payment under this provision is limited to work directly related to immunization activities and shall be in accordance with the amount budgeted in this contract Attachment. Contractor shall document proper authorization or approval for any work performed by exempt or non-exempt employees in excess of forty (40) hours per work week.
- All revenues directly generated by this Program Attachment or earned as a result of this Program Attachment during the term of this Program Attachment are considered program income; including income generated through Medicaid billings for immunization related clinic services. The Contractor shall use this program income to further the scope of work detailed in this Program Attachment, and must keep documentation to demonstrate such to DSHS's satisfaction. This program income may not be used to take the place of existing local, state, or federal program funds.

General Provisions, ARTICLE XIII. GENERAL TERMS, Section 13.15 Amendment, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least ninety (90) days prior to the end of the term of this Program Attachment.

17. Documents Forming Contract. The Contract consists of the following:

- a. Contract (this document) 2014-000022-01
- b. General Provisions Subrecipient General Provisions
- c. Attachments Budgets

- d. Declarations Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
- e. Exhibits Exhibit A

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: Hidalgo County
Vendor Identification Number: 17460007176 060

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract, including any attachments and addendums.

Department of State Health Services

Hidalgo County

By:
Signature of Authorized Official

By:
Signature of Authorized Official

Date

Date

Name and Title
1100 West 49th Street
Address
Austin, TX 787-4204
City, State, Zip

Name and Title

Address

City, State, Zip

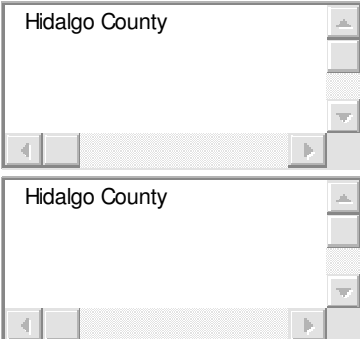
Telephone Number

Telephone Number

E-mail Address

E-mail Address

EXHIBIT A

Organization Name:  Hidalgo County

Contract Number: 2014-000022-00

Program ID: IMM/LOCALS

Contract Term: 9/1/2013 - 8/31/2014

Program Name: Immunization Branch-
Locals

UNIT A

Program Stewardship and Accountability

Contractor General Requirement Unit A-1:

Implement a comprehensive immunization program. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:

- Adhere to Standards for Child and Adolescent Immunization Practices and Standards for Adult Immunization Practices found at: <http://www.cdc.gov/vaccines/pubs/pinkbook/downloads/appendices/H/standards-pediatric.pdf> and <http://www.cdc.gov/vaccines/pubs/pinkbook/downloads/appendices/H/standards-adult.pdf>.
- Maintain current policies in compliance with the DSHS Immunization Contractors Guide for Local Health Departments and have them available to Contractor's staff.
- Lapse no more than 5% of total funded amount of the contract.
 - o Maintain and adjust spending plan throughout the contract term to avoid lapsing funds.
 - o Account for and use Program Income appropriately throughout the contract term.
 - o Maintain staffing levels to meet required activities of the contract and to ensure that all funds in the personnel category are expended.
- Submit required Quarterly Local Health Department (LHD) Inter-Local Agreement (ILA) Reports to DSHS Immunization Contracts at dshsimmunizationcontracts@dshs.state.tx.us by Close of Business (COB) on December 30, 2013, March 31, 2014, June 30, 2014, and September 30, 2014 or the next business day if the date falls on a weekend or holiday.
- Submit Corrective Action Plan (CAP) letter to DSHS Contract Management Unit (CMU) within fifteen (15) business days after On-Site Evaluation if findings are not resolved at time of site visit to the satisfaction of the HSR Immunization Program Manager and DSHS Immunization Branch Contracts staff.

Contractor General Requirement Unit A-2:

Complete site visit follow-up assigned by DSHS Austin or Health Service Region staff within prescribed timeframes outlined in the TVFC Operations Manual. Activities under the requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:

- Conduct site visit follow-up and submit results following the process described and within deadlines established in the TVFC Operations Manual.
- Conduct site visits in 100% of subcontracted entities as listed in the Inter-Local Application and non-Local Health Department WIC immunization clinics, if applicable.

Contractor General Requirement Unit A-3:

Ensure that expired, wasted, and unaccounted-for vaccines do not exceed 5% in Contractor's clinics. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and TVFC Operations Manual.

Activities:

- Ensure that expired, wasted, and unaccounted-for vaccines do not exceed 5% in Contractor's clinics.

- Ensure that all expired, spoiled/wasted vaccines is appropriately identified and entered into the Electronic Vaccine Inventory (EVI) system.
- Maintain storage and handling policies and procedures according to the TVFC Operations Manual. (<http://www.dshs.state.tx.us/immunize/tvfc/tvfc.manual.shtm>)
- Ensure that appropriate Vaccine Management plan is in place at each clinic location and that it includes an updated Emergency Contingency Plan.
- Ensure that overstocked vaccines or those vaccines nearing expiration are shipped to alternate providers as directed by the Health Service Region (HSR) Immunization Program managers, for timely use to avoid vaccine waste.

Contractor General Requirement A-4:

Implement a plan to assure that Section 317 vaccine is not provided inadvertently to fully privately insured individuals, including children covered by S-CHIP.

Establish and maintain protocols for screening individuals for eligibility and insurance coverage before administering Section 317 funded vaccines. Contractors may use Patient Eligibility Screening Form (C-10) or electronically store this information.

Any child who upon screening meets one of the eligibility criteria listed below and who is 18 years of age or younger qualifies for TVFC vaccine:

- Enrolled in Medicaid, or
- Enrolled in CHIP and the provider bills CHIP for the services, or
- Is an American Indian, or
- Is an Alaskan Native, or
- Does not have health insurance, or
- Is underinsured: has commercial (private) health insurance but coverage does not include vaccines; a child whose insurance covers only selected vaccines (TVFC eligible for non-covered vaccines only); or a child whose insurance caps vaccine coverage at a certain amount. Once that coverage amount is reached, the child is categorized as underinsured.

UNIT B

Assessing Program Performance

Contractor General Requirement Unit B-1:

Conduct educational, promotional, and outreach activities for the general public to enhance immunization awareness, including distribution of DSHS-provided materials. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Establish collaborative efforts with appropriate community entities regarding promoting immunizations and the reduction of vaccine-preventable diseases. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:

- Contractor will provide vaccine and immunization education to target audiences and to the general public on the benefits of vaccination, the risk of vaccine-preventable diseases, staying on the ACIP Recommended Immunization Schedule(s), and the importance of not missing any vaccines.
- Inform and educate parents of infants, children, adolescents, adults (men and women), grandparents, seniors, health-care providers, and the general public about vaccines for all age groups and vaccine-preventable diseases. Information should include the importance and benefits of being fully vaccinated, vaccine recommendations, and the location of community vaccination clinics.
- Conduct at least one monthly immunization education activity specifically directed to one of the target groups.
- Conduct at least twelve (12) outreach activities during the contract period in accordance with Texas Health and Safety Code Chapter 161, Subsection A, Section 161.0095, to each of the following audiences: 1.) high school students and their parents, 2.) universities/colleges, and 3.) Junior Reserve Officer Training Corps. (JROTC)/Military Recruitment Centers and report results on the Quarterly Report. If a JROTC or Military Recruitment Center is not available within the jurisdiction of the LHD, outreach activities may be focused on the other two groups mentioned above.
- Document the activity with the number and type of participants and evaluate activity by obtaining feedback from participants.
- Use national immunization observances as opportunities to conduct specific education and promotional activities to give emphasis to the importance and benefits of vaccines: National Infant Immunization Week (NIIW), National Immunization Month (NIM), National Adult Immunization Week (NAIW), and National Influenza Week (NIW).
- Develop and implement a written communications and customer service plan to assure customers receive consistent, correct immunization information and services in a courteous and friendly manner on a timely basis.
- Participate in special initiatives as directed by DSHS, such as the Dairy Queen Coupon project, the Hallmark Card Governor's Program, and others.
- Participate in statewide media campaigns by distributing DSHS-developed and produced public service announcements and materials to local television and radio stations, newspapers, parent publications, university newspapers, high school newspapers, and

neighborhood newspapers.

- Promote www.ImmunizeTexas.com, the Immunization Branch's website; The Upshot, electronic newsletter; and the Vaccine Advisory, vaccine newsletter to providers in the Contractor's jurisdiction.
- Promote and distribute immunization literature for the public to TVFC providers and Contractor's clinics.
- Provide information to clients, families, and the general public on the purpose of ImmTrac, the benefits of ImmTrac participation, and the importance of maintaining a complete immunization history in ImmTrac.
- Inform the general public about the Texas Vaccines for Children (TVFC) program and the qualifications to participate in it.
- Distribute TVFC information and educational materials at venues where parents of TVFC-eligible children might frequent.
- Inform and highly recommend to the medical community and local providers within the Contractor's' jurisdiction on the annual CDC Epidemiology and Prevention of Vaccine-Preventable Disease (EPI-VAC) training.

Establish collaborative efforts with appropriate community entities regarding promoting immunizations and the reduction of vaccine-preventable diseases. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:

- Identify providers, hospitals, schools, child-care facilities, social service agencies, and community groups involved in promoting immunizations and reducing vaccine-preventable diseases.
- List and maintain contact information of group members and collaborations and identify the best practices they are promoting.
- Maintain written agreements and updates of group members and collaborations.
- Document communications, group meetings, and planning of activities that promote the Best Practices identified in contract agreement. Documents are to be accessible during site visits.
- Report new group members on the Quarterly Report.

Contractor General Requirement Unit B-2:

When assigned by DSHS, complete 100% of child-care facility and Head Start center assessments and child-care audits. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and Population Assessment Manual.

When assigned by DSHS, complete 100% of public and private school assessments, retrospective surveys, and validation surveys. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and Population Assessment Manual.

Activities:

- Complete and report 100% of required audits/assessments as assigned by the Immunization Branch, DSHS. These will include:
 - o Texas Child-Care Immunization Assessment
 - o Child-Care Audit
 - o Annual Report of Immunization Status (school self-assessments)
 - o School Audit
 - o Texas School Immunization Validation Survey
 - o Texas County Retrospective Immunization School Survey (TCRISS)
- Assigned surveys/assessments must be completed utilizing the instructions in DSHS Immunization Contractors Guide for Local Health Departments and the Population Assessment Manual.
- For completed audits/assessments, monitor vaccination and exemptions per respective areas.
- Based upon survey/audit findings as completed, analyze, provide feedback, and monitor vaccination trends for public school districts, private schools, licensed child-care facilities, and registered family homes to increase vaccination coverage using audit/assessment data. Identify trends and areas of need for local health department jurisdictions and coordinate interventions.
- Collaborate with school/child-care facilities and registered family homes to afford needed improvements. Report these results/findings to the Assessment, Compliance and Evaluation Group, Immunization Branch, DSHS.

Contractor General Requirement B-3:

Work with VFC providers on quality improvement processes to increase coverage levels and decrease missed opportunities using AFIX components, as appropriate, and move toward use of IIS as primary source of data for provider coverage level assessment by the end of project period.

- Conduct site visits using AFIX (CoCASA) in 100% of subcontracted entities as listed in the Inter-Local Application and non-Local Health Department WIC immunization clinics, if applicable.

Contractor General Requirement B-4:

Investigate and document at least 90% of reportable suspected vaccine-preventable disease cases within thirty (30) days of notification in accordance with DSHS Texas Vaccine-Preventable Disease (VPD) Surveillance Guidelines (http://www.dshs.state.tx.us/idcu/health/vaccine_preventable_diseases/resources/) and National Electronic Disease Surveillance System (NEDSS). Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:

- Adhere to the DSHS VPD Surveillance Guidelines, NEDSS Data Entry Guidelines, and Epi-Case Criteria Guide (<https://txnedss.dshs.state.tx.us:8009/PHINDox/UserResources/Epi%20Case%20Criteria%20Guide%202012.pdf>) in conducting this General Requirement and the associated activities.
- Complete all data entry into NEDSS Base System (NBS) following the NBS data Entry Guidelines. (https://txnedss.dshs.state.tx.us:8009/PHINDox/UserResources/Data_Entry_Guidelines_2007.pdf).
- Verify and enter complete vaccination history in NBS on all VPD investigations with case status of confirmed or probable. Complete vaccination history should be assessed through ImmTrac, provider offices, school records, or patient records.
- Routinely review and follow up on all VPD laboratory reports received, including electronic lab reports (ELRs) sent from DSHS through NBS and Health Alert Network (HAN).
- Provide feedback on any unmet performance measures during each Quarterly Report review.
- All new VPD surveillance staff will attend Introduction to NBS training and complete the certification process in order to gain access to the NBS system.
- Submit case and/or death notifications to CDC.
- Designate staff to coordinate VAERS and Vaccine Safety Activities.
- Encourage providers to report possible vaccine adverse reactions to CDC on a timely basis through <http://vaers.hhs.gov/index>

Contractor General Requirement Unit B-4:

Educate, inform, and train the medical community and local providers within Contractor's jurisdiction on immunization activities listed below. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:

- Provide training on TVFC requirements and updates (as described in the TVFC Operations Manual) to TVFC providers annually at a minimum.
- Ensure that the TVFC providers have the most up-to-date, DSHS-produced immunization information in their offices.
- Provide training, information, and technical assistance to promote the effective use of ImmTrac by private providers (which includes education regarding the benefits of ImmTrac participation).
- Educate private providers about the ImmTrac enrollment process and the statutory requirement to report immunizations.
- As directed by DSHS identify first responders and their immediate family in the community and inform them of the opportunity to be included in ImmTrac.
- Conduct educational training for hospital and health-care providers within the Contractor's jurisdiction, to increase mandatory screening and reporting of HBsAg-positive women.
- Provide training on the prevention of Perinatal Hepatitis B to providers within the Contractor's jurisdiction.
- Educate physicians, laboratories, hospitals, schools, child-care staff, and other health providers on VPD reporting requirements.
- Educate and update providers on the most current Advisory Committee on Immunization Practices (ACIP) recommendations for all age groups, as well as on applicable regulatory vaccination requirements.
- Provide training relating to Standards for Child and Adolescent Immunization Practices (<http://www.cdc.gov/vaccines/schedules/hcp/child-adolescent.html>) and Standards for Adult Immunization Practices (<http://www.cdc.gov/vaccines/schedules/hcp/adult.html>) to all immunization providers within Contractor's jurisdiction.
- Inform all private providers on the federal requirement that the most current Vaccine Information Statements (VIS) must be distributed to patients (<http://www.cdc.gov/vaccines/pubs/vis/default.htm>).
- Promote a health-care workforce that is knowledgeable about vaccines, vaccine recommendations, vaccine safety, vaccine-preventable diseases, and the delivery of immunization services.
- Educate health-care workers on the need to be vaccinated themselves.
- Provide information to community health-care employers (hospitals, clinics, doctor's offices, long-term care facilities) about the importance of vaccination of health-care workers.
- Educate private providers to send NIS surveys to the Contractor for research prior to returning the survey to CDC, if applicable.
- Coordinate educational and other activities with local WIC programs to assure that children participating in WIC are screened and referred to their "medical home" for vaccination using a documented immunization history in accordance with the Standards for Child and Adolescent Immunization Practices (<http://www.cdc.gov/vaccines/schedules/hcp/child-adolescent.html>).
- Offer educational opportunities to all WIC programs in the service area, including information about on-line and satellite-broadcast continuing education opportunities from the Centers for Disease Control and Prevention (CDC) Continuing Education web site (<http://www.cdc.gov/vaccines/ed/default.htm>).

UNIT C

Assuring Access to Vaccines

Contractor General Requirement Unit C-1:

Engage American Indian tribal governments, tribal organizations representing those governments, tribal epidemiology centers of Alaskan Native Villages and Corporations located within contracted local health department boundaries in immunization activities. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:

- Perform education, training, outreach activities and provide technical assistance for American Indian tribal governments, tribal organizations representing those governments, tribal epidemiology centers of Alaskan Native Villages and Corporations.
- Report on education, training, outreach activities or collaborative efforts and outcomes of those activities on each Quarterly Report.

2014 General Requirement Unit C-2:

Enroll and sustain a network of VFC and other providers to administer federally funded vaccines to program-eligible populations according to CDC/ACIP and NVAC standards.

Conduct recruitment to increase the number of ImmTrac providers, TVFC providers, and Perinatal Hep B Providers. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:

- Conduct recruitment activities as defined in the TVFC Operations Manual with providers on the DSHS-supplied provider recruitment list.
- Target adolescent health-care providers for recruitment and emphasize adolescent vaccine requirements and recommendations
- Ensure that all ACIP recommended vaccines are routinely available to TVFC patients and that Adult Safety Net vaccines are available to eligible adult patients.
- Recommend the simultaneous administration of all needed vaccines for the patient.
- Follow only medically supportable contraindications to vaccination.
- Verbally educate patients and parents/guardians about the benefits and risks of vaccination and distribute DSHS educational materials as applicable as part of this conversation.
- Discuss, and attempt to schedule, the next immunization visit at each client encounter.
- Explain the benefits of a "medical home" and assist the parent/guardian in obtaining or identifying the child's medical home.
- Use a Reminder/Recall system (manual, TWICES, ImmTrac, or other system).
- Establish "standing orders" for vaccination in Contractor's clinics, consistent with legal requirements for standing orders (including, but not limited to, those found in the Texas Medical Practice Act).
- Implement an employee immunization policy according to CDC recommendations in Contractor's clinics.

Contractor General Requirement Unit C-4:

Assure compliance with HHS Deputization Guidance. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:

- Annually sign Deputization Addendum to Texas Vaccines for Children Program (TVFC) Provider Enrollment Form (E6-102), and provide immunization services to underinsured children.
- Report number of doses administered to underinsured children monthly as directed by DSHS.
- Report number of unduplicated underinsured clients served as directed by DSHS.

Contractor General Requirement Unit C-5:

Work with partners, as appropriate, to assure coordination of the following activities in order to prevent perinatal hepatitis b transmission.

- a.) Identification of HBsAg-positive pregnant women.
- b.) Newborn prophylaxis with hepatitis b vaccine and HBIG.
- c.) Timely completion of doses two and three.
- d.) Post-vaccination serology.

Ensure all pregnant women are screened for hepatitis B surface antigen (HBsAg) and that all HBsAg-positive pregnant women are reported to DSHS. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and Perinatal Hepatitis B Prevention Manual.

Activities:

- Develop a surveillance system that includes prenatal care providers, obstetrical care providers, family practitioners, and labor and delivery facilities to assure all HBsAg-positive pregnant women are reported to DSHS within one week of diagnosis.
- Educate prenatal care providers to ensure they screen pregnant women for HBsAg status during each pregnancy; implement procedures for documenting HBsAg screening results in prenatal care records, and forward original laboratory results to the delivery facility.
- Educate delivery hospitals to ensure they verify prenatal HBsAg test results of pregnant women on admission for delivery and test for HBsAg at delivery.
- Local health departments who report under five (5) cases per year, should perform and report at least 2 trainings per quarterly reporting period (or at least 8 trainings per year) to delivery hospitals, especially delivery hospitals who have not reported any HBsAg positive test result for women who have delivered at their facility during the quarterly reporting period.
- Ensure that all educational trainings are evaluated by participants (providers, hospital nursery staff, laboratorians, Obstetricians/Gynecologists and delivery staff and physicians, pediatricians, nursing staff, etc.) by rating the effectiveness of the presenter as it relates to: describing the Perinatal HBV Prevention Program objectives; helping to identify at least one new skill that can be implemented in the workplace; and gathering topics for future events.
- Submit a quarterly report for educational trainings conducted. This report needs to include: number of participants, titles of participants, name of facility and training evaluations results. The reports should be submitted to the Perinatal HBV Prevention Program Coordinator.

Ensure that all infants born to HBsAg-positive women and women whose HBsAg status is unknown will receive the first dose of the hepatitis B vaccine and hepatitis B immune globulin (HBIG) within 12 hours of birth. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and Perinatal Hepatitis B Prevention Manual.

Activities:

- Assure all labor and delivery facilities develop standing orders and policies to administer the first dose of the hepatitis B vaccine and HBIG to at-risk infants within 12 hours of birth.
- Identify labor and delivery facilities that do not have standing orders and/or policies and educate providers to establish standing orders and policies to administer to at-risk infants the first dose of the hepatitis B vaccine and HBIG within 12 hours of birth.
- Determine the number of newborns that do not receive the first dose of the hepatitis B vaccine and/or the hepatitis B immune globulin and work with those facilities to ensure all at-risk infants receive the hepatitis B vaccine series and hepatitis B immune globulin within 12 hours of birth.
- Report to DSHS all infants born to HBsAg (+) women within fifteen (15) calendar days of the event.

Ensure that 100% of the number of identified infants born to HBsAg-positive women will complete the hepatitis B vaccine series and post-vaccination serology testing (PVST). Staff will document appropriately if lost to follow-up. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and Perinatal Hepatitis B Prevention Manual.

Activities:

- Administer or obtain from the provider or ImmTrac the complete hepatitis B vaccine series. Infants shall complete the hepatitis B vaccine series by 6 – 8 months of age if the infant receives a single antigen or Pediarix vaccine and by 15 months of age if the infant receives the Comvax series.
- Perform PVS testing or obtain from the provider or ImmTrac the PVS testing results to determine immunity against hepatitis B. Post vaccine serology testing shall be done by 9 – 15 months of age if the infant received a single antigen or Pediarix vaccine and by 18 months of age if the infant received the Comvax vaccine series.

Contractor General Requirement C-5

All household and sexual partners of reported HBsAg (+) mothers shall be referred for serologic testing to determine susceptibility status in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and Perinatal Hepatitis B Prevention Manual.

Ensure all household contacts two (2) years of age or older are case managed as appropriate to ensure the infant completes the HBV vaccine series and receives post-vaccination serology testing (PVST).

UNIT D

Immunization Information Technology Infrastructure-Assure that the immunization information technology infrastructure supports program goals and objectives.

Contractor General Requirement Unit D-1:

Promote provider site participation and assure immunization record completeness, timeliness, accuracy, efficiency, and data use to

support immunization program goals and objectives.

Effectively utilize ImmTrac (the DSHS on-line immunization registry) in Contractor's clinics.

Work in good faith, and as specified herein, to increase the number of children less than six (6) years of age who participate in ImmTrac.

Work in good faith and as specified herein, to ensure ImmTrac registered private providers use ImmTrac effectively as defined in the DSHS Immunization Contractors Guide for Local Health Departments.

Activities under the requirements above shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments

Activities:

- Recruit new private provider sites for ImmTrac.
- Search for the client's immunization history at every client encounter.
- Review the client's record for vaccines due and overdue according to the CDC Recommended Schedules at: <http://www.cdc.gov/vaccines/schedules/index.html>.
- Report to ImmTrac all immunizations administered to children (younger than 18 years of age) and consented adults in Contractor's clinics, either directly into ImmTrac on-line or through TWICES.
- Update demographic information as needed.
- Follow recommended guidelines for obtaining and submitting ImmTrac consent forms according to the instructions found at http://www.dshs.state.tx.us/immunize/docs/consent_guidelines.pdf.
- Implement changes to the consent process as directed by DSHS.
- Offer updated Immunization History Report to the client or client's parent or guardian at every client encounter.
- At every client encounter, compare all immunization histories (ImmTrac, TWICES, validated patient-held records, clinic medical record) and enter into ImmTrac or TWICES any historical immunizations not in ImmTrac
- Verbally and with DSHS produced literature, inform parents presenting at Contractor's clinics about ImmTrac and the benefits of inclusion in ImmTrac.
- Provide orientation to all ImmTrac providers at least once a year and maintain documentation of all technical assistance provided (e.g., telephone logs).
- Explain and demonstrate the effective use of ImmTrac according to the instructions located in the DSHS Immunization Contractors Guide for Local Health Departments.
- Explain guidelines for obtaining and submitting ImmTrac consent forms according to the instructions found at http://www.dshs.state.tx.us/immunize/docs/consent_guidelines.pdf.
- Conduct follow-up with registered ImmTrac providers who are inactive or not using ImmTrac effectively.
- Train Contractor's staff on ImmTrac data entry and quality standards.
- Update all demographic information, including address and telephone number, at every client encounter.
- Conduct outreach (including, but not limited to, the specific outreach described in the DSHS Immunization Contractors Guide for Local Health Departments) to families of children 19 to 35 months of age who are not up-to-date on their immunizations according to ImmTrac; locate additional immunization histories; and enter history data into ImmTrac.
- Collaborate with prenatal health-care providers, birth registrars, hospital staff, pediatricians, and other entities to educate parents, expectant parents, and providers about ImmTrac and the benefits of participation. Includes the dissemination of DSHS educational materials as appropriate.
- Identify and contact families of children for whom ImmTrac consent has been granted but who do not have complete immunization records in ImmTrac.
- Identify all providers who administer vaccine in awardee's jurisdiction, including both pediatric and adult immunization providers.
- Collaborate with partners and develop a provider recruitment strategy to include complementary vaccinators, such as pharmacists and school-located vaccination clinics.
- Encourage IIS participation among VFC providers.

Contractors General Requirement Unit D-2:

Incorporate dose-level accountability into IIS functionality so that information can be received and stored (Dose-level accountability includes assigned a provider-determined program eligibility category for a patient to each administered dose of vaccine.

- Conduct education and monitoring of providers to improve eligibility tracking and reporting.

Contractors General Requirement Unit D-3:

Assure provider participation in vaccine ordering and inventory management using either VTrckS Direct or ExIS (which could be IIS or other external system) that communicates with VTrckS using the CDC-compliant interface.

- Educate providers regarding awardee vaccine ordering policies, including CDC's inventory-on-hand requirement and other awardee-supporting documentation requirements for vaccine orders.
- Develop and implement a plan for transitioning providers to electronic submission of inventory and orders using VTrckS or awardee's

ExIS.

- Monitor progress of the implementation of this transition plan.
- If using VTrckS Direct, ensure providers that will be using VTrckS for order entry acquire SAMS credentials for access.
- Train providers to use VTrckS or awardee ExIS for inventory and order entry.
- Develop and implement a plan for ensuring that new providers have access to and training for entering orders and inventory using VTrckS or awardee's ExIS.

Assist all other TVFC providers in local jurisdiction with maintenance of appropriate vaccine stock levels. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and TVFC Operations Manual.

Activities:

- Evaluate maximum vaccine stock levels twice a year in all TVFC provider clinics under Contractor's jurisdiction and assess providers' inventories when visiting clinics. This activity will become part of the Electronic Vaccine Inventory (EVI) system and local health departments will be advised if any assistance on this activity is needed.
- Review 100% of all vaccine orders, monthly biological reports, and monthly temperature logs for accuracy and to ensure that the vaccine supply requested is within established guidelines. Review may be done from a paper report or on the EVI system.
- If vaccine is available locally, conduct transfers and/or deliveries to support the TVFC providers requesting assistance.
- Educate and assist all TVFC providers with TVFC Provider Choice, as directed by DSHS.
- To avoid the appearance of impropriety, the LHD must not involve pharmaceutical manufacturer representative in provider choice trainings; or, the LHD must not take any other actions which appear to have a connection between activities sponsored under this contract and any other activities the LHD wishes to conduct on its own which would involve pharmaceutical manufacturer representatives giving presentations to providers.
- Offer provider updates, training, and information as changes to vaccine management occur.

AI-42444

IT Department 10. A.

CC REGULAR

Meeting Date: 01/07/2014

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Requesting approval of the following claims/invoices with authority for the County Treasurer to issue payment/check after review, audit and processing procedures are completed by the County Auditor.

Invoice Date	Invoice	Vendor	Amount
12/01/13	512 A01-0439	AT & T	\$23,307.56
12/03/13	803358989	AT & T Long Distance	\$221.42

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: Various

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 12/30/2013.

PO# 688326 & 688327

Attachments

Desktop

desktop

Form Review

Inbox
 Budget & Management
 Manuel Chapa
 Purchasing Department

Reviewed By
 Debbie Tamez
 Manuel Chapa
 Monica Badillo

Date
 12/30/2013 01:37 PM
 12/30/2013 02:42 PM
 01/03/2014 05:25 PM
 Started On: 12/30/2013 08:57 AM

Form Started By: Edna Kirby

Final Approval Date: 01/03/2014



Bill Summary For COUNTY OF HIDALGO
Information Technology Department

Billing Period Ending: December 03,2013

Invoice Ban # 803358989

Account Number	Department Name	PO #	Total Monthly Charges
3-1100-132-50-000-000-0-000	DRAINAGE ADM-TELEPHONE		\$15.34
3-1100-412-30-085-003-0-531	PUBLIC DEFENDER-TELEPHONE	689608	\$15.21
3-1100-413-00-110-006-0-531	CO JUDGE-TELEPHONE	689608	\$14.34
3-1100-414-00-130-001-0-531	ELECTIONS DEPT-TELEPHONE	689608	\$26.12
3-1100-415-00-200-002-0-531	IT COUNTYWIDE-TELEPHONE	689608	\$14.00
3-1100-415-00-200-002-0-531	IT COUNTYWIDE-TELEPHONE	689608	\$14.00
3-1100-415-40-180-001-0-531	CO CLERK-TELEPHONE	689608	\$84.68
3-1100-421-00-125-011-0-531	TX DPS-TELEPHONE	689608	\$14.37
Total Charges (Before Taxes)			\$198.06
3-1100-415-00-200-002-0-855		Late Payment	\$7.59
3-1100-415-00-200-002-0-531		Surcharges and Other Fees	\$15.77
Current Charges Due by 01/17/2014			\$221.42
AT&T Paper Bill			\$221.42
Difference			\$0.00



Monthly Statement

Invoice Received By:

Ednakuey On 12/23/13

Goods/services Received By:

Ednakuey On 12/2013

Acct.#

PO# *688 326 688 327 688 327*
690008

Bill-At-A-Glance

Previous Consolidated Bill	227,848.61
Payment	9,985.10CR
Adjustments	1,202.94CR
Past Due - Please Pay Immediately	216,660.57
Current Charges	23,307.56
Total Amount Due	\$239,968.13
Current Charges Due in Full by	Dec 26, 2013

Detail of Payments and Adjustments

Item No.	Date	Description	Adjustments	Payments
1.	11-23	Payment		9,985.10
2.	12-01	Adj for - AT&T Local Services	.00	
3.	12-05	Adj for - AT&T Local Services	1,202.94CR	
Totals			1,202.94CR	9,985.10

Individual Account Summary

Consolidated Summary of Current Charges

Account Number	Plans and Services	Other Providers	Taxes	Total Charges
512 141-5013 140	5,726.08	.00	.00	5,726.08
956 262-3300 140	91.56	.00	.00	91.56
956 262-6565 192	342.99	.00	.00	342.99
956 283-8989 438	39.81	.00	.00	39.81
956 287-2077 462	40.25	.00	.00	40.25
956 287-2739 001	94.47	.00	.00	94.47
956 318-2000 001	15,476.76	19.80	.00	15,496.56
956 383-1026 397	382.18	.00	.00	382.18
956 383-6185 056	31.49	.00	.00	31.49
956 383-7608 357	31.15	.00	.00	31.15
956 387-0692 740	91.04	.00	.00	91.04
956 514-2454 968	35.55	.00	.00	35.55
956 514-5107 020	271.11	.00	.00	271.11
956 519-3756 125	93.18	.00	.00	93.18
956 565-5013 136	29.34	.00	.00	29.34
956 581-2662 213	98.01	.00	.00	98.01
956 584-0472 126	147.29	.00	.00	147.29
956 585-5311 826	68.17	.00	.00	68.17
956 686-4451 654	30.68	.00	.00	30.68
956 687-5088 933	35.25	.00	.00	35.25
956 702-7588 393	31.23	.00	.00	31.23
956 787-5631 026	69.74	.00	.00	69.74
956 825-9442 859	30.43	.00	.00	30.43
Totals	23,287.76	19.80	.00	23,307.56

Billing Summary

Billing Questions? Visit att.com/billing Page

Plans and Services	.00
1 800 559-7928	
Payment Arrangements:	
1 800 924-1743	
Service Changes:	
1 800 499-7928	
Repair Services:	
1 800 286-8313	
Individual Account Summary	1 23,307.56
Total Current Charges	23,307.56

News You Can Use Summary

- PREVENT DISCONNECT
 - LONG DIST. PROVIDERS
- See "News You Can Use" for additional information

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Printed on Recyclable Paper

Monthly Telephone Report - Local Services

Vendor# 328626 PO BOX 5001 DESC:709 9



INV# 512 A01-0439 INV DATE: 12/01/2013

Account Number	Account Name	# Ext. Shortel	Total ShoreTel Service	Total Analog Service	Total Amount Being Disputed	Total Amount Due	PO #
3-1100-132-40-000-000-0-000	URBAN COUNTY-TELEPHONE	28	\$120.12	\$288.58		\$408.70	688326
3-1100-132-50-000-000-0-000	DRAINAGE ADM-TELEPHONE	25	\$107.25	\$46.95		\$154.20	688326
3-1100-412-00-001-001-0-531	92ND DC-TELEPHONE	6	\$25.74	\$11.30		\$37.04	688326
3-1100-412-00-002-001-0-531	93RD DC-TELEPHONE	7	\$30.03			\$30.03	688326
3-1100-412-00-003-001-0-531	139TH DC-TELEPHONE	5	\$21.45	\$31.15		\$52.60	688326
3-1100-412-00-004-001-0-531	206TH DC-TELEPHONE	5	\$21.45	\$11.30		\$32.75	688326
3-1100-412-00-005-001-0-531	275TH DC-TELEPHONE	4	\$17.16	\$11.30		\$28.46	688326
3-1100-412-00-006-001-0-531	332ND DC-TELEPHONE	5	\$21.45	\$11.30		\$32.75	688326
3-1100-412-00-007-001-0-531	370TH DC-TELEPHONE	7	\$30.03	\$11.30		\$41.33	688326
3-1100-412-00-008-001-0-531	389TH DC-TELEPHONE	5	\$21.45	\$11.30		\$32.75	688326
3-1100-412-00-009-001-0-531	398TH DC-TELEPHONE	7	\$30.03			\$30.03	688326
3-1100-412-00-009-003-0-531	INDIGENT DEFENSE-TELEPHONE	5	\$21.45	\$22.60		\$44.05	688327
3-1100-412-00-010-001-0-531	430TH DC-TELEPHONE	11	\$47.19			\$47.19	688326
3-1100-412-00-011-001-0-531	449TH DC-TELEPHONE	8	\$34.32	\$142.30		\$176.62	688326
3-1100-412-00-021-001-0-531	CCL#1-TELEPHONE	7	\$30.03			\$30.03	688326
3-1100-412-00-022-001-0-531	CCL#2-TELEPHONE	6	\$25.74			\$25.74	688326
3-1100-412-00-023-001-0-531	PROBATE CRT-TELEPHONE	10	\$42.90			\$42.90	688326
3-1100-412-00-024-001-0-531	CCL#4-TELEPHONE	6	\$25.74			\$25.74	688326
3-1100-412-00-025-001-0-531	CCL#5-TELEPHONE	5	\$21.45			\$21.45	688326
3-1100-412-00-026-001-0-531	CCL#6-TELEPHONE	6	\$25.74			\$25.74	688326
3-1100-412-00-027-001-0-531	CCL#7-TELEPHONE	7	\$30.03			\$30.03	688326
3-1100-412-00-028-001-0-531	CCL#8-TELEPHONE	6	\$25.74			\$25.74	688326
3-1100-412-00-031-001-0-531	MASTER CRT -TELEPHONE	6	\$25.74	\$22.60		\$48.34	688326
3-1100-412-00-032-001-0-531	MASTER CRT II-TELEPHONE	7	\$30.03			\$30.03	688326
3-1100-412-00-040-001-0-531	CRT OF CIV APP-TELEPHONE			\$237.30		\$237.30	688326
3-1100-412-00-045-001-0-531	AUXILIARY COURT-TELEPHONE	8	\$34.32	\$11.30		\$45.62	688326
3-1100-412-00-055-001-0-531	CHILD PROTECTION CRT-TELEPHONE	3	\$12.87	\$30.73		\$43.60	688326
3-1100-412-00-061-001-0-531	JP PCT 1/PL 1-TELEPHONE	9	\$38.61			\$38.61	688326
3-1100-412-00-062-001-0-531	JP PCT 1/PL 2-TELEPHONE	8	\$34.32			\$34.32	688326
3-1100-412-00-063-001-0-531	JP PCT 2/PL 1-TELEPHONE	7	\$30.03	\$35.25		\$65.28	688326
3-1100-412-00-064-001-0-531	JP PCT 2/PL 2-TELEPHONE	8	\$34.32			\$34.32	688326
3-1100-412-00-065-001-0-531	JP PCT 3/PL 1-TELEPHONE	7	\$30.03			\$30.03	688326
3-1100-412-00-066-001-0-531	JP PCT 3/PL 2-TELEPHONE	9	\$38.61			\$38.61	688326
3-1100-412-00-067-001-0-531	JP PCT 4/PL 1-TELEPHONE	9	\$38.61	\$22.60		\$61.21	688326
3-1100-412-00-068-001-0-531	JP PCT 4/PL 2-TELEPHONE	15	\$64.35	\$11.30		\$75.65	688326
3-1100-412-00-069-001-0-531	JP PCT 5/PL 1-TELEPHONE	7	\$30.03	\$91.56		\$121.59	688326
3-1100-412-00-080-002-0-531	CRIM DA-TELEPHONE			\$1,332.05	\$9.90	\$1,322.15	688326
3-1100-412-00-090-001-0-531	DIST CLERK-TELEPHONE	75	\$321.75			\$321.75	688326
3-1100-412-30-085-003-0-531	PUBLIC DEFENDER-TELEPHONE	19	\$81.51			\$81.51	688326
3-1100-413-00-110-006-0-531	CO JUDGE-TELEPHONE	26	\$111.54	\$22.60		\$134.14	688326
3-1100-413-00-125-001-0-	EXECUTIVE OFFICE	6	\$25.74			\$25.74	688326
3-1100-414-00-130-001-0-531	ELECTIONS DEPT-TELEPHONE	49	\$210.21	\$100.45	\$9.90	\$300.76	688326
3-1100-415-00-200-001-0-531	INFO TECH DEPT-TELEPHONE	27	\$115.83			\$115.83	688326
3-1100-415-00-200-002-0-531	IT COUNTYWIDE-TELEPHONE			\$1,588.71		\$1,588.71	688328
3-1100-415-14-115-001-0-531	DBM-BUDGET DIV-TELEPHONE	36	\$154.44	\$22.60		\$177.04	688326
3-1100-415-15-140-001-0-531	TAX OFF-TELEPHONE	116	\$497.64	\$176.30		\$673.94	688326
3-1100-415-16-150-001-0-531	CO TREASURER-TELEPHONE	17	\$72.93			\$72.93	688326
3-1100-415-18-160-001-0-531	PURCHASING-TELEPHONE	32	\$137.28	\$32.15		\$169.43	688326
3-1100-415-21-170-001-0-531	CO AUDITOR-TELEPHONE	53	\$227.37	\$22.15		\$249.52	688326
3-1100-415-40-180-001-0-531	CO CLERK-TELEPHONE	75	\$321.75	\$119.79		\$441.54	688326
3-1100-415-50-190-002-0-531	HUMAN RESOURCES-TELEPHONE	17	\$72.93			\$72.93	688326
3-1100-419-10-210-001-0-531	PLANNING DEPT-TELEPHONE	8	\$34.32	\$101.25		\$135.57	688326
3-1100-419-40-220-001-0-531	FACILITIES MGMT-TELEPHONE	17	\$72.93	\$775.43		\$848.36	688326
3-1100-419-50-125-003-0-531	DBM-SAFETY DIV-TELEPHONE	12	\$51.48	\$40.25		\$91.73	688326
3-1100-421-00-125-011-0-531	TX DPS-TELEPHONE	13	\$55.77			\$55.77	688326
3-1100-421-00-291-001-0-531	CONSTABLE PCT.1-TELEPHONE	18	\$77.22			\$77.22	688326
3-1100-421-00-292-001-0-531	CONSTABLE PCT.2-TELEPHONE	15	\$64.35			\$64.35	688326
3-1100-421-00-293-001-0-531	CONSTABLE PCT.3-TELEPHONE	13	\$55.77			\$55.77	688326

Account Number	Account Name	# Ext. Shortel	Total ShoreTel Service	Total Analog Service	Total Amount Being Disputed	Total Amount Due	PO #
3-1100-421-00-294-001-0-531	CONSTABLE PCT.4-TELEPHONE	18	\$77.22			\$77.22	688326
3-1100-422-10-300-001-0-531	EMERG SRVS-FM-TELEPHONE	9	\$38.61	\$22.15		\$60.76	688326
3-1100-423-00-320-001-0-531	ADULT PROB-TELEPHONE	219	\$939.51	\$225.55		\$1,165.06	688326
3-1100-423-21-280-002-0-531	JAIL-TELEPHONE	62	\$265.98	\$33.90		\$299.88	688326
3-1100-423-32-330-001-0-531	JUV DET HM-TELEPHONE	21	\$90.09			\$90.09	688326
3-1100-423-60-330-002-0-531	JUV PROB-TELEPHONE	96	\$411.84	\$196.90		\$608.74	688326
3-1100-432-00-123-001-0-531	PCT3 SANITATION-TELEPHONE			\$93.18		\$93.18	688326
3-1100-441-00-340-001-0-531	HEALTH ADM-TELEPHONE	199	\$853.71	\$182.02		\$1,035.73	688326
3-1100-441-00-340-003-0-531	HEALTH CLINICS-TELEPHONE			\$713.28		\$713.28	688326
3-1100-444-00-370-001-0-531	VETERAN'S SRV-TELEPHONE	7	\$30.03			\$30.03	688326
3-1100-452-00-121-013-0-531	PCT1 PARKS-TELEPHONE	22	\$94.38	\$673.87		\$768.25	688326
3-1100-452-00-122-008-0-531	PCT2 PARKS-TELEPHONE			\$31.23		\$31.23	688326
3-1100-452-00-123-008-0-531	PCT3 PARKS-TELEPHONE			\$68.17		\$68.17	688326
3-1100-461-00-380-001-0-531	TX AGRILIFE EXT-TELEPHONE			\$451.65		\$451.65	688326
3-1100-466-00-121-050-0-531	PCT1 CRC-TELEPHONE			\$35.55		\$35.55	688326
3-1200-431-00-121-004-0-531	PCT1 RD ADM-TELEPHONE	32	\$137.28			\$137.28	688326
3-1200-431-00-122-005-0-531	PCT2 ADM-TELEPHONE	43	\$184.47	\$220.30		\$404.77	688326
3-1200-431-00-123-004-0-531	PCT3 ADM-TELEPHONE	27	\$115.83	\$381.27		\$497.10	688326
3-1200-431-00-124-005-0-531	PCT4 ADM-TELEPHONE	22	\$94.38	\$217.84		\$312.22	688326
3-1200-431-00-260-001-0-531	R-O-W DEPT-TELEPHONE	1	\$4.29			\$4.29	688326
3-1247-412-50-100-001-0-531	LAW LIBRARY-TELEPHONE	2	\$8.58	\$11.30		\$19.88	688326
3-1292-441-00-350-001-3-531	WIC ADM-TELEPHONE	206	\$883.74	\$6,060.38		\$6,944.12	690008
3-1297-423-00-320-020-3-531	SATF-TELEPHONE	5	\$21.45			\$21.45	688326
3-2201-415-00-115-009-0-531	DBM-HEALTH INS ADM-TELEPHONE	2	\$8.58			\$8.58	688326
3-2202-419-50-115-065-0-531	DBM-W/C DIV-TELEPHONE	7	\$30.03	\$22.15		\$52.18	688326
		1928	\$8,271.12	\$15,036.44	\$19.80	\$23,287.76	

AI-42443

IT Department 10. B.

CC REGULAR

Meeting Date: 01/07/2014

Submitted For: Eddie Olivarez

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health & Human Services Dept:

Approval to process the following ATT invoice as claim with authority for County Treasurer to issue a check after auditing procedures are completed by County Auditor.

Vendor	Account No.	Statement Date	Amount
ATT	805227770	12/03/13	\$66.11
		Total	\$66.11

BACKGROUND

This is a claim because Health Dept. Weslaco clinic is on Verizon Local Service and long distance is being billed by ATT and those lines at that location are not on the DIR contract.

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-441-00-340-003-0-531

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available (ref. PO #688426)

Attachments

Invoice

Form Review

Inbox
Budget & Management
Purchasing Department

Reviewed By
Debbie Tamez
Monica Badillo

Date
12/27/2013 03:41 PM
01/03/2014 05:25 PM
Started On: 12/27/2013 03:19 PM

Form Started By: Mike Escaname

Final Approval Date: 01/03/2014



COUNTY OF HIDALGO
1304 S 25TH AVE
EDINBURG TX 78542-7205

Corporate ID: 57407
Invoice BAN: 805227770
Statement Date: 12/03/2013

Amount of Last Bill	Payments Applied	Adjustments Applied to Balance Due	*Balance from Previous Bill	Current Charges Due by 01/17/2014	TOTAL AMOUNT DUE
178.27	0.00	0.00	178.27	66.11	244.38

Bill Summary For COUNTY OF HIDALGO

Previous Charges and Credits

Amount of Last Bill 178.27
Payments Applied 0.00

Adjustments Applied to Balance Due

AT&T Long Distance 0.00

Total Adjustments Applied to Balance Due 0.00

***Balance from Previous Bill 178.27**

Current Charges

AT&T Long Distance 66.11

Total Current Charges Due by 01/17/2014 66.11

Total Amount Due 244.38

INVOICE RECEIVED BY:
Jeanette Alacias DATE *12/11/13*
 GOODS/SERVICES RECEIVED BY:
Alacias DATE *11/1-11/30/13*
3 -1100-441-00-340-003 -0- *531*
 PYMT AMOUNTS *106.11* PO# *688426*
 APPROVED BY: _____

***Balance from Previous Bill Detail**

Past Due Amount-Please Pay Immediately 135.63
 Charges due by 12/18/13 42.64
 Total Balance from Previous Bill 178.27

Helpful Numbers

For Billing Questions 1-800-594-0358
 For Repair Service 1-877-286-0200
 For Payment Arrangements 1-888-851-1116
 To Place an Order 1-800-321-2000

RECEIVED
 Hidalgo County Health
 & Human Services Department

DEC 11 2013

Return this portion with check payable to **AT&T Long Distance**

Please include this number with your check 805227770-0

Corporate ID: 57407
Invoice BAN: 805227770

9740.1.8.1778 2 MB 0.405 es



COUNTY OF HIDALGO
1304 S 25TH AVE
EDINBURG TX 78542-7205

Past Due Amount-Please Pay Immediately	Total Billed Amount	Amount Enclosed
\$135.63	\$244.38	



Mail Payment To:
AT&T LONG DISTANCE
PO BOX 5017
CAROL STREAM IL 60197-5017

7100L000000000000000000008052277700000000000024438000005

AI-42407

Elections Administration 11. A.

CC REGULAR

Meeting Date: 01/07/2014

Submitted By: Amanda Valdez, ELECTIONS
DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

1. Appointment of the Early Voting Ballot Board for the March 4, 2014 Primary Election.
2. Appointment of the Central Counting Station for the March 4, 2014 Primary Election.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No budgetary impact

Attachments

Selection Sheet

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/18/2013 11:57 AM
Glinda Pacheco	Glinda Pacheco	12/27/2013 01:29 PM
Purchasing Department	Monica Badillo	01/03/2014 05:25 PM
Form Started By: Amanda Valdez		Started On: 12/18/2013 08:57 AM
	Final Approval Date: 01/03/2014	



Hidalgo County Elections Department
March 4, 2013 Primary Election Ballot Board Selection Form

Ballot Board Members

Republican Party Recommended Names:

1. Robert Orlando Burnam
2. Robert Komea
3. Melissa Beall
4. Fred Beall
5. Dotti Egger
6. Adrienne Pena
7. Janie Melendez
8. Chuck Stewart
9. C. Sheri Vassberg
10. Lorraine R. Owens
11. Deborah Avellano
12. Richard Montesdecca
13. Brendon Rogers
14. Nethaniel Henderson
15. Cruz Quintana
16. Elijah I. Casa

Democratic Party Recommended Names:

1. Scott Crane
2. Barbara Leestamper
3. Alexia Solis
4. Gus Martinez
5. Letty Saenz
6. Lazaro Cardenas
7. Alma Vera
8. Oscar Juarez
9. JP Olivan
10. Kenna Giffin
11. Peter Salinas
12. Aaron Alonzo
13. Julio Garza, Jr.
14. Jordan Gonzalez
15. Patrick Eronini

Judge (D) _____

Alt. Judge (R) _____

1. (R) _____

2. (R) _____

3. (R) _____

4. (R) _____

5. (D) _____

6. (D) _____

7. (D) _____

8. (D) _____

9. (D) _____

10. (D) _____

11. (D) _____

12. (D) _____

Central Counting Station

Judge (D) _____

Alt. Judge (R) _____

1. (R) _____

2. (R) _____

3. (D) _____

4. (D) _____

AI-42420

Texas Agri-Life Extension Serv. 12. A.

CC REGULAR

Meeting Date: 01/07/2014

Submitted By: Nora Linda Cruz, TX.
AGRILIFE EXT.
SERVICES

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

Requesting permission to allow Barbara Storz travel to Mobile, Alabama on January 14-19, 2014 to attend the 2014 Practical Tools and Solutions for Sustaining Family Farms Conference.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-461-00-380-001-0-XXX

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 12/26/2013 from 2013 funds. This amount will be drawn from 2014 account once funding is in place.

Attachments

Travel Packet

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/19/2013 03:18 PM
Purchasing Department	Monica Badillo	01/03/2014 05:25 PM
Form Started By: Nora Linda Cruz		Started On: 12/19/2013 11:10 AM
	Final Approval Date: 01/03/2014	

*"The Southern Sustainable Agriculture Working Group lives up to its name. It works. It does good work. To know that it is working sustains me in my work."
— Wendell Berry, author and farmer*

The four short courses we are offering this year are:

1. Start-Up Organic Vegetable Production and Marketing
2. High Tunnel Production and Marketing
3. Managing Your Farm as a Business
4. Farm to School 101: Building a Strong Foundation

These short courses are 1½ days of intensive instruction from some of the best experts in our field. The presenters' instructions are based on their own practical experience and lessons they have learned over the years through study and collaboration with others around the region. In addition to excellent classroom instruction, participants will get a collection of useful take-home materials that they can use for continued learning and to share.

You must register to participate in the short courses. Pre-registration is strongly recommended, as space is limited.

Sign up for one of these excellent short courses now:

Short Course #1

Start-Up Organic Vegetable Production and Marketing

Instructors: Cathy Jones, Perry-winkle Farm (NC) and Daniel Parson, Parson Produce (SC)

This is a must-attend course for all new growers or those contemplating starting a vegetable operation. This comprehensive course on organic vegetable production and marketing is targeted at new commercial producers — those with 0-6 years experience — and is designed to give you the critical information needed to get off to a great start and make the most of your early farming years. Cathy Jones and Daniel Parson each have over a dozen years of experience growing organically and marketing through various direct marketing avenues. They will use their vast experience running successful, small-scale, diversified farming operations to teach you what you need to know to make a success of your new farming enterprise. The course will cover:

- Organic Farming Principles
- Soil Health
- Crop Rotation and Cover Crops
- Field Planning and Planting
- Variety Selection
- Transplant Production
- Irrigation
- Pest, Disease and Weed Control
- Farm and Market Equipment
- Harvest and Post Harvest
- Marketing Strategies
- Season Extension

Take-home materials will include a DVD from Southern SAWG's *Natural Farming*

different avenues including local health food stores, the internet and local restaurants. Learn what it takes to raise beef, lamb and pork on one farm. Learn about the organic and sustainable practices the Hastings are using to produce high quality, nutrient packed meats. See their breeds, fencing, watering system, equipment, etc. Find out what it takes to get organically certified. Learn about their marketing strategies and their future plans.

Field Trip # 4

School Garden

Hosts: School Staff and Cooperative Extension Staff

Thursday is Garden Day at Castlen Elementary School. Castlen is the first school in the state of Alabama to have all of its students enrolled in the Junior Master Gardener program, a national garden education program. With help from local extension service personnel, the school now has vegetable and herb growing beds, a bog garden, and a butterfly garden. The children start plants from seeds in their new greenhouse - starting flats of tomatoes, squash, cucumbers and other plants. They learn about tending the crops, weeding and scouting for insects. They apply their indoor classroom lessons in their outdoor classroom experiences. Plus students learn healthy eating habits and get to reap the rewards of their efforts in their own lunchroom. Tour their greenhouse and see how they get plants started. Check out the butterfly garden. See how the students have already expanded the bog garden they started. Tour the courtyard/outdoor classroom where raised beds of rosemary, mint, basil, onions and more grow. Learn how extension personnel, teachers, the principal, lunchroom staff and parents have been working together since 2009 to teach students their core curriculum, plus gardening skills and healthy eating habits. Get an idea of what it takes to start a school program like this from a school that has already achieved the Bronze Award in the Healthier U.S. School Challenge from First Lady, Michelle Obama.

Field Trip #5

Urban Farming

Hosts: Justin Taylor and Cheryl Bowen

Bee Natural Farm, which produces vegetables, blueberries, pears, apples, citrus, herbs, eggs, and honey, has been a part of the Fairhope community for over thirty years. Organic practices were being used on this farm long before the national certification program was instituted. When started, this 5 acre farm was on the outskirts of town, but now finds itself in the thick of things. Bee Natural is staying put, but time has brought other changes to the farm. The original owners recently retired. Justin, who now runs the farm, worked alongside the original owners for 3 years to learn as much as possible before taking over the reins. Learn about the transition process and the marketing changes Justin has made. See the crops and learn about the sustainable practices used to produce them. See the solar powered system Justin built to run his vegetable cooler and chicken coop lights. See how he produces biodiesel with oil from local restaurants to run his work vehicles.

Nearby is the Blue Sky Gathering farm stand. Alongside the vegetable and herbs produced onsite in their small garden and the beds flanking the farm stand, other produce, honey and value-added products from local growers who use organic practices are sold. Eggs from Cheryl's chickens and fiber products from her Alpaca are also so at the farm stand. Blue Sky really is a gathering place, not just a market. It is home to a thriving community garden with approximately 15 local citizens tending garden plots there currently, with plans to double that this spring. A variety of classes for the community are held at Blue Sky too. You'll be treated to a demonstration of Alpaca fiber spinning on this stop.

to learn the keys to managing your farm as a business, and you'll see a pay-off for years to come. Richard Wiswall literally wrote the book on business management for farmers (organic or not). He has won high praise from diversified small-scale producers for his practical approach to success. This course will cover:

- Planning for Profit
- Making a Profit on Your Farm
- Your Marketing Strategies
- The Efficient Farm Office
- Key Farm Financial Statements
- Financial Tips for Success
- Common Business Mistakes
- Quick Business Fixes
- Effective Farm Management
- Employee Management
- Labor Efficiencies

Please bring pen and paper, a calculator, and the following information from your farm if you have it: last year's total farm sales (or top five selling items) broken down by product and/or account, last year's expenses broken down into different types of expenses (seeds/fuel/labor/insurance/repairs/ etc.) and your checkbook balances for the last two years ending on December 31st. All of your farm's information is for your benefit only and is solely for you to see.

Take home materials will include a CD of farmer-friendly business tools for keeping records and making decisions from Richard Wiswall's book. You will also go home with budgets for several farm enterprises, a market analysis for your farm, and a roadmap of how to achieve your financial goals.

Short Course #4

Farm to School 101: Building a Strong Foundation

Instructors: Emily Jackson, Appalachian Sustainable Agriculture Project (NC); Andrew Smiley, Sustainable Food Center (TX); Mary Stein, National Farm to School Network (MT)

This is a must-attend course for all farmers, school food service professionals, community members, non-profit staff, cooperative extension agents, and others who are involved with farm to school programs or interested in starting farm to school initiatives in their community. This comprehensive course is designed to give you the critical information needed to build a strong foundation that will sustain a farm to school program. The presenters have extensive experience working in sustainable agriculture, child nutrition and community food systems and represent some of the most successful organizations driving farm to school efforts. This is a unique opportunity to learn from presenters with over 50 years of combined experience who are ready to help you. The course will cover:

- School Nutrition Programs 101
- Economics of Farm to School
- Building a Farm to School Team
- School Food Supply Chain
- Pre-purchase Planning
- Marketing and Promotion

2014 Field Trips

2014 CONFERENCE MENU

About the Conference

Become a Sponsor

- Full Conference Program
- Short Courses
- Mini Courses
- Field Trips
- Special Events
- Presenters

REGISTRATION

- Fee Waivers
- Look Who's Coming!

- Tradeshow and Exhibits
- Advertising
- Poster Display
- Silent Auction

- Location
- Lodging
- Childcare

- Media
- Contact Us

2014 Pre-conference Field Trips

Thursday, January 16, 2014 • 12:30 – 5:30 p.m.

For those who learn best by seeing other farms, ranches and gardens, we offer these five excellent field trips this year:

1. CSA Farming
2. Permaculture
3. Organic Beef, Lamb and Pork
4. School Garden
5. Urban Farming

Field trip participants will travel on comfortable motor coaches equipped with restrooms (no private vehicles permitted). All field trip motor coaches will depart from outside the front entrance of the Mobile Convention Center at 12:30 p.m. sharp! No refunds will be provided to those who miss their ride. The field trip registration fee includes a light snack.

Space is limited, so register early. Pre-registration is strongly recommended.

Please note that these Field Trips are being offered at the same time as the Mini Courses.



Click here to learn why!

Field Trip #1
CSA Farming
Hosts: Mike Steede and siblings



"I really enjoyed the conference. It was one of the best I've been to in a long time." — Malik Yakini, Detroit Black Community Food Security Network

Steede Farm, just across the state line in Lucedale, Mississippi, has been in the family for over 150 years. With years of experienced producing and marketing farm products, the Steedes started a CSA 4 years ago. The focus of this field trip will be on their CSA operation – all about the production of fruits, vegetables, eggs and meats for the CSA and how they market and distribute the CSA shares. But they also raise about 30 acres of watermelons and cantaloupe on their land, and they raise peanuts and corn on rented land, plus have cattle and pigs. In addition to their CSA, they sell at their farm stand, at farmers markets and wholesale. They raise about 10 acres of fruits and vegetables that they sell through their 150 member CSA, delivering shares to 6 cities, including Mobile. From poblano peppers to pak choy, the Steede family grows a variety of vegetables for their CSA members and also provides eggs, beef, and pork. Come and learn how they started their CSA, how they operate the CSA, what they produce for their members and how they produce it. Although not certified organic, the Steedes do everything they can to bring the very best to their CSA members' tables, as well as their own. You'll see their crops, animals, tools and equipment, produce processing set-up, and get a demonstration in mechanical plastic laying. Plus you'll learn how they keep all their farming enterprises going at once and how they keep their farm in the family in a time when there are so few family farms left.

Field Trip # 2

Permaculture

Hosts: Craig and Lisa Kolloch

Middle Earth Healing and Learning Center is a homestead and learning center developed using permaculture practices and no garden chemicals. Begun in 1999, there are now several small gardening areas on their 40 acres for producing vegetables, herbs, flowers, and blueberries. The "Permaculture Gals" (chickens) come in after harvest to weed, eat insects, breakdown leftover crop residue, and fertilize. The bees from their hives do their share of work at Middle Earth too. There are two greenhouses, an aquaponic system and much more. Slopes are swaled to allow rainwater to matriculate into the earth instead of running off and eroding soil. Water conservation is practiced through mulching and rainwater harvesting. The cisterns collect 17,000 gallons of rainwater from various roof surfaces and is used to irrigate the outdoor gardens, the greenhouse raised beds, and to add to the Aquaponic systems. The water flows to the greenhouses by a gravity feed system. The alternative energy systems at Middle Earth provide much of the electricity and hot water used in the house, harvest kitchen, greenhouses, intern residence and yurt classroom. The raised beds in one greenhouse has buried tubing through which the solar heated hot water circulates during the coldest nights in the winter. In addition to producing food, this learning center provides workshops and serves as a model for a Just and Sustainable Future. Come see and learn how they do all of this.

Field Trip # 3

Organic Beef, Lamb and Pork

Host: Randall Hastings

It can't be done in the South. That is exactly what Randall Hastings was told when he decided to raise grass-fed beef. Seven years ago Randall decided to give the Gulf Coast an alternative product for those who were interested. Although once a conventional cattle farmer and agricultural chemical salesman, he wanted to step away from what was considered the norm – using growth hormones and antibiotics– in raising beef. His goal was to raise beef, lamb and pork in a certified organic and sustainable manner. Through rotational grazing and selective breeding, Randall and his two sons are raising organic grass-fed beef, pork, and lamb on one of the largest certified organic farms in the Southeast. He is marketing his products through many

Systems in the South series that provides a virtual farm tour of a successful organic vegetable farm, and Southern SAWG's comprehensive *Organic Vegetable Production and Marketing in the South* CD ROM featuring Alex Hitt and hundreds of useful articles, photos and resources.

Short Course #2

High Tunnel Production and Marketing

Instructors: Alison and Paul Wiediger, Au Naturel Farm (KY)

Do you have a new high tunnel and want to learn how to get the most out of it? Or are you still contemplating a high tunnel for year-round production and better disease control? Then this is the course for you. This course — one of the most popular in our 23 year history — is an intensive learning experience that will cover all the "nuts and bolts" of year-round production in high tunnels. Instructors Alison and Paul Wiediger are pioneers in high tunnel production, growing in high tunnels since they built their first in 1995. They will teach you how to set up a high tunnel and get maximum yield and profit from your crops. Geared toward those who have production experience but are new to growing in structures, this course will cover:

- Year-round Production Overview
- Site Selection
- Structure Designs and Options
- High Tunnel Construction including roll up sides
- Soil Health
- Bed Preparation
- Drip Irrigation
- "Off Season" Production
- Spring and Summer Production
- Crop and Variety Selection
- New Crop Opportunities
- Pest, Disease and Weed Control
- Marketing Strategies

Take-home materials will include a DVD from Southern SAWG's *Natural Farming Systems in the South* series featuring the Wiedigers' farm; and a CD with all the PowerPoint presentations used in the course, variety lists and other documents.

Short Course #3

Managing Your Farm as a Business

Instructor: Richard Wiswall, Cate Farm (VT) and author of "The Organic Farmer's Business Handbook"

Do you wonder how to have more money in the bank at the end of the season?
Does the business side of farming seem incomprehensible to you? Take this course

SOLD OUT POLICY: Space is limited for field trips. Seats are sold first come first served. When a field trip sells out, we will immediately indicate that it is sold out on our registration and program web pages. Our online pre-registration system will not allow you to register for a sold out field trip. But if we receive your mailed-in registration for a field trip that has sold out, we will immediately notify you and offer you an alternative. A refund will be provided if desired.

We do not create waiting lists. If the field trip of your choice is sold out before you secure a ticket, you may standby at departure time to purchase seats that may become available at the last minute.

Though we have never had to cancel a field trip, field trips may be cancelled if minimum registration is not reached. You will be immediately notified and a refund will be provided if we cancel due to low registration.

We do not provide refunds due to inclement weather. But we highly recommend you wear clothing and footwear suitable for walking on farms in January.

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 [v](#) [t](#) [in](#) [f](#)

Tues Jan 14 -
 Wed 15 -
 Thurs 16 -
 Fri 17 -
 Sat 18 -
 5 nights

2014 Short Courses

2014 CONFERENCE MENU

About the Conference

Become a Sponsor

- Full Conference Program
- Short Courses
- Mini Courses
- Field Trips
- Special Events
- Presenters

REGISTRATION

- Fee Waivers
- Look Who's Coming!

Tradeshow and Exhibits

- Advertising
- Poster Display
- Silent Auction

Location

- Lodging
- Childcare

Media

Contact Us

2014 Pre-conference Short Courses

Wednesday, January 15, 2014
 8:00 a.m. – 5:00 p.m.

through

Thursday, January 16, 2014
 8:00 a.m. – 11:00 a.m.



Click here to learn why!

While our general conference offers a wide variety of 90-minute sessions, allowing participants to gain valuable information about many different things, these intensive, pre-conference short courses are different. Short courses are high-value learning experiences that provide you comprehensive, and in-depth information on the topic most important to you right now.

2014 Practical Tools and Solutions for Sustaining Family Farms Conference

CONFERENCE REGISTRATION FORM

January 15-18, 2014 • Mobile Convention Center

Pre-conference Courses and Field Trips: Jan. 15th–16th • General Conference: Jan. 17th–18th

Pre-registrations must be POSTMARKED no later than January 8, 2014.

After January 8, please plan to register at the conference.

Questions about your registration? Contact Chandra Hinton, registration@ssawg.org, 479-799-1235.

Register online at
www.ssawgconference.org
 or mail this completed form to:
Southern SAWG Conference
P.O. Box 1552
Fayetteville, AR 72702
 No faxes or emails accepted.

CONFERENCE REGISTRATION		Through Dec 20th	Through Jan 8th	ON-SITE	TOTAL
Conference Registration	Fri. a.m. – Sat. p.m.	\$185	\$199	\$225	\$185.00
PRE-CONFERENCE EVENT REGISTRATION					
Short Course #1 – Start-Up Organic Veggies (0-6 years commercial experience)	Wed. 8 a.m.–Thurs. 11 a.m.	\$125	\$135	\$150 if avail.	\$125.00
Short Course #2 – High Tunnels	Wed. 8 a.m.–Thurs. 11 a.m.	\$125	\$135	\$150 if avail.	
Short Course #3 – Managing Your Farm as a Business	Wed. 8 a.m.–Thurs. 11 a.m.	\$125	\$135	\$150 if avail.	
Short Course #4 – Farm to School 101	Wed. 8 a.m.–Thurs. 11 a.m.	\$125	\$135	\$150 if avail.	
Mini Course #1 – Pastured Broilers	Thurs. 1:00–5:00 p.m.	\$60	\$65	\$70 if avail.	
Mini Course #2 – Biodynamics	Thurs. 1:00–5:00 p.m.	\$60	\$65	\$70 if avail.	
Mini Course #3 – Value-added Products	Thurs. 1:00–5:00 p.m.	\$60	\$65	\$70 if avail.	
Mini Course #4 – Organization Funding	Thurs. 1:00–5:00 p.m.	\$60	\$65	\$70 if avail.	
Field Trip #1 – CSA Farming	Thurs. 12:30–5:30 p.m.	\$65	\$70	\$75 if avail.	
Field Trip #2 – Permaculture	Thurs. 12:30–5:30 p.m.	\$65	\$70	\$75 if avail.	
Field Trip #3 – Organic Beef, Lamb, Pork	Thurs. 12:30–5:30 p.m.	\$65	\$70	\$75 if avail.	
Field Trip #4 – School Garden	Thurs. 12:30–5:30 p.m.	\$65	\$70	\$75 if avail.	
Field Trip #5 – Urban Farming	Thurs. 12:30–5:30 p.m.	\$65	\$70	\$75 if avail.	\$ 65.00
Additional Taste of Alabama Dinner Ticket (one included with general conference registration)		\$40	\$40	\$40 if avail.	
<input type="checkbox"/> Vegetarian Plate Request for Taste of Alabama Dinner					
Join our "23 is ME" campaign and donate \$23 (or more!) in celebration of our 23 years of service. <input type="checkbox"/> \$23 <input type="checkbox"/> \$46 <input type="checkbox"/> \$69 <input type="checkbox"/> \$92 <input type="checkbox"/> Other \$ _____					

PRINT CLEARLY AND COMPLETE A SEPARATE FORM FOR EACH REGISTRANT. Additional forms can be found at www.ssawg.org/registration. TOTAL \$375.00

Name: Barbara Storz
 Farm or Organization: Texas A&M AgriLife Extension Service
 Address: 410 North 13th Avenue
 City: Edinburg State: TX Zip: 78541
 Phone: (956) 383-1026
 E-mail: b-storz@tamu.edu

Enclosed is my check, made payable to Southern SAWG.

Please bill my credit card: Visa MasterCard
 Discover AMEX

Credit Card # _____

Date of expiration _____ 3 Digit Security Code (on back of card) _____

Name as it appears on credit card _____

May we list your name and state only as a conference registrant on our website? Yes No

We cannot accept purchase orders or vouchers. Personal or institutional checks or credit card information must accompany your registration form. There will be a 10% charge for refunds before December 20, 2013. The only refunds after December 20, 2013 will be fees for special events that are cancelled or sold out. Check for sold out events at www.ssawg.org/2014-conference-program. General conference registration availability is unlimited.



HIDALGO COUNTY, TEXAS OUT-OF-COUNTY – TRAVEL ADVANCE REQUEST

A. TRIP AND TRAVELER INFORMATION

EMPLOYEE I.D. NO.: 078921 EMPLOYEE TITLE: CEA-Horticulture

EMPLOYEE NAME: Barbara Storz DEPARTMENT: Hidalgo County Extension Service DO YOU HAVE AN OUSTANDING TRAVEL ADVANCE? No

DEPARTURE DATE: 1/14/14 RETURN DATE: 1/19/14

TIME OF DEPARTURE: 6:00AM TIME OF RETURN: 11:00 PM

TO CITY: Mobile STATE: Alabama

SEMINAR/CONFERENCE/MEETING: START DATE: 1/15/2014 END DATE: 1/19/2014 ACTUAL NO. OF DAYS: 5

TITLE OF WORKSHOP/CONFERENCE: 2014 Practical Tools an Solutions for Sustaining Family Farms Conference

METHOD OF TRAVEL (AIR TRAVEL/ PERSONAL VEHICLE/ COUNTY VEHICLE/ CAR RENTAL): Air Travel / Car Rental IS COORDINATION OF TRAVEL REQUIRED? IF NO, ATTACH WRITTEN EXPLANATION FROM THE COUNTY OFFICIAL: Yes

LIST NAMES OF COUNTY EMPLOYEES TRAVELING WITH YOU IN THE COUNTY VEHICLE, CAR RENTAL, OR PERSONAL VEHICLE? N/A

DO YOU HAVE A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT? Yes IF YES, EXPLAIN REASON FOR NOT UTILIZING COUNTY VEHICLE? Out of State Travel

PURPOSE/BENEFIT TO HIDALGO COUNTY:
To obtain continuing education related to an employee's work or maintenance of a license or certification

B. ESTIMATED EXPENSES:

I. MEALS: (Meals for one-day travel not requiring an overnight stay will not be advanced)

Meals will be prorated for partial days	Meal Rate	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	Total
		14-Jan	15-Jan	16-Jan	17-Jan	18-Jan	19-Jan		
Breakfast	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00		\$54.00
Lunch	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00		\$72.00
Dinner	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00		\$108.00
Total	\$39.00	\$39.00	\$39.00	\$39.00	\$39.00	\$39.00	\$39.00	\$0.00	\$234.00

Meal per diems must be prorated for 1st day and last day of travel as follows:

Departure:	Arrival:
Before 8:00 a.m. (breakfast, lunch, & dinner)	Before 8:00 a.m. (breakfast)
8:00 a.m. - 1:00 p.m. (lunch & dinner)	8:00 a.m.- 6:00 p.m. (breakfast & lunch)
After 1:00 p.m. (dinner)	After 6:00 p.m. (breakfast,lunch,&dinner)
\$ 39.00	\$ 9.00
\$ 30.00	\$ 21.00
\$ 18.00	\$ 39.00

II. INCIDENTAL EXPENSES (taxi fare, shuttle fare, gas charges for car rentals, airport and hotel parking):

Expense type: _____ days @ \$ 20.00 \$ -

III. PERSONAL VEHICLE MILEAGE _____ Miles @ \$ 0.565 (Current Rate) \$ -

(Note: Mileage may be advanced calculated on a point-to-point basis using "Mapquest" at the current county adopted rate per highway mile. Incidental mileage will not be advanced. In addition, "Coordination of Travel" may apply (see Section 7 of the Travel Policies, Guidelines, and Procedures). When traveling out of state, if the most economical means of travel is driving, traveler must supply documentation to support the price of the airfare at the time of travel.

Mapquest

IV. OTHER (Itemize)

_____ \$

_____ \$

V. P.O. # ISSUED UNDER EMPLOYEE'S NAME FOR THE AMOUNT OF THE TRAVEL ADVANCE: Req. # 248626 VI. TOTAL TRAVEL ADVANCE REQUESTED: \$ 234.00

VII. COMMENTS: _____ VII. GENERAL LEDGER ACCOUNT NUMBER: 3-1100-461-00-380-101-0-583

C. CERTIFICATION AND AUTHORIZATION TO PAYROLL DEDUCTIONS

I hereby certify that information provided on this form is true and estimated expenditures are reasonable and necessary. The funds will be used by me for the specific trip listed above and not given to or used by another county employee. If my trip is cancelled, I will immediately return the travel advance funds to the County Treasurer no later than 20 calendar days after the seminar/conference/ meeting end date by submitting a Final Travel Expense Claim. In addition, I agree to account for all travel expenditures including the travel advance by submitting a Final Travel Expense Claim, accompanied by required original supporting documentation, no later than 20 days after my seminar/conference/meeting end date. Any unused funds will also be returned to the County Treasurer's Office no later than 20 days after my seminar/conference/meeting end date.

Should I fail to submit a Final Travel Expense Claim, I understand that I will not be allowed to obtain another travel advance until the pending travel advance is settled. In addition, I agree to repay Hidalgo County and further consent to payroll deductions by the County Treasurer to recover the pending travel advance amount.

 EMPLOYEE SIGNATURE	<u>Barbara Storz</u> DEPARTMENT OFFICIAL'S NAME (Print Name)	 DEPARTMENT OFFICIAL'S APPROVAL (Signature)
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HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 12/18/13
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: Hidalgo County Extension Service
NAME & TITLE OF EMPLOYEE(S): Barbara Storz, CEA-Horticulture
TRAVELING:

EVENT INFORMATION

TITLE OF EVENT: 2014 Practical Tools and Solutions for Sustaining Family Farms Conference
EVENT DATE(S) FROM: 01/15/14 TO: 01/18/14
DEPARTURE DATE: 01/14/14 RETURN DATE: 01/19/14
LOCATION OF EVENT: CITY: Mobile STATE: Alabama

PURPOSE OF TRAVEL

Place an "X" by the applicable purpose of the trip.

- To obtain statutorily required continuing professional education.
X To obtain continuing education related to an employee's work or maintenance of a license or certification.
To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.
To participate in professional organizations related to the employee or official's job assignment.
To conduct essential research & information-gathering for improvement of County operations or compliance with law.
To monitor the development of state or federal legislation or implementation of legislation that might affect the County
To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County
To pursue the County's interests in litigation or criminal justice.
To promote the economic development interests of the County.
To carry out other purposes determined by Commissioners' Court to be in the interest of the County (Commissioners' Court approval is attached).

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

Explain the benefits that this trip it will bring to Hidalgo County. Attach an itinerary, agenda, or schedule for the conference and/ or event. If applicable, justify the need for multiple persons traveling to the same event.

This training will provide valuable information to expand small farm operations in Hidalgo County as well as, small ranches, and to develop associated businesses, such as value added agricultural enterprises.

Table with 4 columns: SUMMARY OF ESTIMATED TRAVEL EXPENSES, ESTIMATED EXPENSES, (DBM USE ONLY) FUNDS AVAILABLE BALANCE, and MODE OF TRAVEL. Includes rows for registration fees, airfare, taxi, bus, rental car, gas, mileage, telephone, parking, lodging, meals, and other expenses.

14. IF HIDALGO COUNTY IS NOT FUNDING ANY OR PART OF THIS TRIP, INDICATE BELOW THE EXPENSE TYPE & SOURCE OF PAYMENT:

All trip expenses (airfare, hotel and registration) will be sponsored by Sustainable Ag Committee.

NOTE: If trip duration is extended to take advantage of lower airfare, a comparison of the savings to the additional estimated cost must be provided with supporting airfare rate documentation.

ELECTED OFFICIAL/DEPARTMENT HEAD CERTIFICATION (Place an "X" by each of the certifications)

I certify that:

- X Trip expenses are necessary and will be incurred for official county business.
X Reasonable efforts to minimize the use of county funds have been explored.
X Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.
X If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD: Barbara Storz DATE: 12/18/13 DEPARTMENT CONTACT PERSON: Nora Linda Cruz PHONE NO.: 383-1026

FOR DEPARTMENT OF BUDGET & MANAGEMENT (DBM) USE ONLY:

TRAVEL IS APPROVED for the individuals listed below:

TRAVEL IS NOT APPROVED for the individuals listed below:

REVIEWED BY (PRINT NAME): DATE: REVIEWER'S SIGNATURE: PHONE NO.:

DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME): DATE: SIGNATURE OF DBM DEPARTMENT HEAD:

Encumbering from 2013 funds

Requesting # 00248626 PO #

DC-583 Comm. Code - 96347

AI-42423

Texas Agri-Life Extension Serv. 12. B.

CC REGULAR

Meeting Date: 01/07/2014

Submitted By: Nora Linda Cruz, TX.
AGRILIFE EXT.
SERVICES

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

Approval of Proclamation celebrating 100 Years of Texas A&M AgriLife Extension Service in 2014

BACKGROUND

- Proclamation for Centennial Celebration will be presented and read in front of the Court and we will ask Judge Garcia to sign in agreement that he and Commissioners will join Texas A&M AgriLife Extension in recognizing 2014 Centennial Celebration.

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-461-00-38--001-0-XXX

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No funds required

Attachments

Centennial Proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/19/2013 03:13 PM
Purchasing Department	Monica Badillo	01/03/2014 05:25 PM
Form Started By: Nora Linda Cruz		Started On: 12/19/2013 02:42 PM
	Final Approval Date: 01/03/2014	

Proclamation Honoring the Extension Service Centennial Celebration

Whereas Texas A&M University was the state's first public institution of higher education and was organized by the state legislature in 1871 under the provisions of the Morrill Land-Grant College Act of 1862 to provide education for the nations working-class citizens,

and whereas in 1876 the "Agricultural and Mechanical College of Texas for Colored Youths" was established in Prairie View, Texas and was expanded as a land-grant college in 1890,

and whereas the land-grant mission was expanded beyond teaching to research with the approval of the Hatch Act in 1887, providing federal support for the establishment of agricultural experiment stations and resources to solve critical problems confronting agriculture,

and whereas in 1903, Dr. Seaman A. Knapp, a special agent with the U.S. Department of Agriculture, established community demonstration plots to implement new USDA recommendations for selecting, fertilizing, and cultivating crops,

and whereas this demonstration model was a great success and defined a path for cooperative extension work nationwide,

and whereas Congress approved the Smith-Lever Act in 1914, providing for the establishment of the state-based agricultural extension services and further expanding the land-grant mission,

and whereas in Hidalgo County, where a vibrant agricultural industry was developing, an Extension office was opened in January 1914, prior to the passage of the Smith-Lever Act in 1915 by the Texas legislature,

and whereas the Morrill, Hatch, and Smith-Lever Acts not only made our land-grant university system possible but also established the mission to promote education, research, extension, and service in local communities,

and whereas the mission of Extension is a simple one: improving the lives of people, businesses, and the Hidalgo County community and beyond through high-quality, relevant education,

and whereas Extension, for over 100 years, is known for its leadership, dedication, expertise, responsiveness, and trustworthiness. The people of Hidalgo County turn to Extension for solutions, and its agents and specialists respond not only with answers, but with a significant return on investment to support Hidalgo County economy, businesses, and families,

and whereas Extension is just as relevant today as in 1914, as it continues to evolve to the needs of the people of Hidalgo County with the support and patronage of Hidalgo County,

Now, therefore, be it resolved that the Hidalgo County Commissioners Court wishes to join the Texas A&M AgriLife Extension Service in recognizing the Extension Service 2014 Centennial Celebration.

Ramon Garcia
Hidalgo County Judge



January 7, 2014

AI-42427

Planning Department 13. A.

CC REGULAR

Meeting Date: 01/07/2014

Submitted For: Raul E. Sesin, P.E.

Submitted By: Nora Cavazos, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

Discussion and possible action of accepting participation from Blue Sky RGV, LLC (Ramon Saenz Jr.) for road construction of Mile 12 North Rd (Old La Blanca Rd to West of proposed subdivision site) and accept donation deed with survey and metes and bounds

BACKGROUND

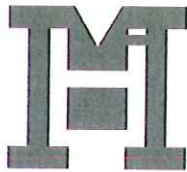
Pct. 1 will provide labor, equipment and right-of-way acquisition.

Attachments

Los Cielos Subdivision

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/23/2013 01:57 PM
Glinda Pacheco	Glinda Pacheco	12/27/2013 01:11 PM
Purchasing Department	Monica Badillo	01/03/2014 05:25 PM
Form Started By: Nora Cavazos		Started On: 12/20/2013 03:04 PM
	Final Approval Date: 01/03/2014	



TBPE Firm # F-1435

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
FRED L. KURTH • ALLAN F. BOOE • KELLEY A. HELLER-VELA

September 23, 2013

Honorable A.C. Cuellar
Hidalgo County Commissioner Precinct #1
1902 N. Joseph Stephens Avenue
Weslaco, TX 785996

**Re: Los Cielos Subdivision – Mile 12 North (From Old La Blanca Rd west to subdivision site) -
Donna, ETJ**

Dear Commissioner Cuellar:

This letter is to request that the above-mentioned unopened County Road be opened to serve the proposed Los Cielos Subdivision. Ramon Saenz Jr. for Blue Sky RGV, L.L.C., owner and developer of this development located on the south side of Mile 12 North is proposing to participate with the materials consisting of hot mix, caliche, hauling and RCP pipe, as well as the engineering fees for the design and staking of this road. If there are additional costs for any of these items, please let us know so that we can pay those costs. Attached herewith is an Engineer's Estimate for what is being proposed for the materials for a 24-foot wide pavement on a 28-foot wide caliche base for your review and approval.

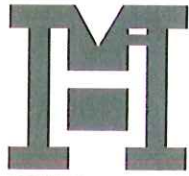
Your consideration and response on this request is greatly appreciated. If you have any questions or comments, please contact our office at 381-0981. Thank you.

Respectfully,
MELDEN & HUNT, INC.


Fred L. Kurth, P.E., R.P.L.S.
President

cc: Ray Saenz, Jr., Owner/Developer
Raul Lozano, Pct. 1 Foreman
Roy Gonzales, ROW Agent Pct. 1

Attachments: (2)



TBPE Firm # F-1435

MELDEN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS
FRED L. KURTH • ALLAN F. BOOE • KELLEY A. HELLER-VELA

DATE: 7/1/2013

ENGINEER'S ESTIMATE-PARTICIPATION LOS CIELOS SUBDIVISION

PHASE: I
ACREAGE: 29.01
ENTITY: Donna ETJ
LOTS: 46
WATER SUPPLIER: NAWSC

<u> </u>	NO DESIGN COMPLETED
<u> X </u>	PRELIMINARY DESIGN
<u> </u>	FINAL DESIGN

PAVING IMPROVEMENTS:

1.	8" Compacted crushed caliche with haul	3,074 TONS	\$	9.25	\$	28,434.50
2.	1 1/2" Hot mix asphaltic concrete with haul	563 TONS	\$	67.75	\$	38,143.25
3.	18" RCP culvert	144 LF	\$	17.50	\$	2,520.00
4.	Safety end treatment	6 EA	\$	250.00	\$	1,500.00
Total Paving Improvements (24-foot road)						\$ 70,597.75



Fred L. Kurth
9-23-13

2,470'

MILE 12 NORTH ROAD

OLD LA BLANCA ROAD

PARADISE PT RD



Google earth

© 2016 Google
© 2016 INEGI

Date

10/24/2013

ENGINEER'S ESTIMATE-QUANTITY FORM
MILE 12 NORTH
Los Cielos Subdivision

PAVING IMPROVEMENTS: Roosevelt Road Asphalt 24' & Caliche 28'

1.	Excavation & grading	8,233 SY	\$	1.00	\$	8,233.00
2.	3% Lime treated 6" subgrade	8,233 SY	\$	1.00	\$	8,233.00
3.	Lime	61 TNS	\$	125.00	\$	7,625.00
4.	8" Compacted crushed caliche base w/prime coat	7,684 SY	\$	6.60	\$	50,714.40
5.	1 1/2" Hot mix asphaltic concrete w/tack coat	6,587 SY	\$	7.00	\$	46,109.00
6.	Regrade Road Side Ditch Roosevelt Rd.	4,940 LF	\$	1.25	\$	6,175.00
7.	Type III Barricades	1 EA	\$	995.00	\$	995.00
8.	Striping	2,470 LF	\$	1.50	\$	3,705.00
9.	Street Testing	3% EA	\$	120,914.00	\$	3,627.42

Total Paving Improvements: \$ 135,416.82

1/3 developer's escrow: \$ 45,138.94



Fred L. Kurth
10-25-13

AI-42442

Precinct #3 14. A.

CC REGULAR

Meeting Date: 01/07/2014

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

Requesting approval to process the following invoices as claims with authority for County Treasurer to issue payment after review, audit, and procedures are completed by County Auditor.

Vendor	Invoice No.	Amount
Mobile Relays Partners, LTD	AIR0032377	\$1170.83
Mobile Relays Partners, LTD	AIR0032223	\$1170.83

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: 3-1X00-4XX-00-123-00X-0-532

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Mobile Relays Invoices

Form Review

Inbox
 Budget & Management
 Purchasing Department

Reviewed By
 Debbie Tamez
 Monica Badillo

Date
 12/27/2013 04:21 PM
 01/03/2014 05:25 PM
 Started On: 12/27/2013 03:15 PM

Form Started By: Norma Ceballos

Final Approval Date: 01/03/2014

Mobile Relays Partners, LTD
 515 S. 12Th. St
 P.O. Box 1808
 McAllen TX, 78505-1808
 (956)682-5224

SIGN: 10-25-2013
 REQ# 245 211 9 243588
 PO# 699605 & 698244
 L 10/01/2013

OCT 04 2013
 RECEIVED BY

INVOICE AIR0032377
 CUST.P.O. #307
 Ship To: 117313
 HIDALGO CO. PRECINCT #307
 P. O. BOX 607
 MISSION TX, 78573

Bill To: 117313

Name HIDALGO CO. PRECINCT #3
 Address P. O. BOX 607
 MISSION TX 78573

ATTN: NORMA/LOUIE

ATTN: NORMA/LOUIE

Qty	Description	Loc	Unit Price	Total
17.00	UNITS ON SITE-MCALLEN		19.9900	339.83
28.00	UNITS ON SITE MCALLEN		12.0000	336.00
55.00	UNITS ON SITE MCALLEN		9.0000	495.00
INVOICE RECEIVED BY <u>L. Mendez ON 10-1-13</u> GOODS/SERVICES RECEIVED BY <u>L. Mendez ON 10-1-13</u>				
<u>3 1200-431-00-123-005-0-532 → 730.87</u>				
<u>3 1100-432 001 1200-431-00-123-005-0-532 → 319.96</u>				
<u>3 1100-452 008 1200-431-00-123-005-0-532 → 120.00</u>				

QUESTIONS? CALL: (956)682-5224

Subtotal: 1170.83
 Freight: 0.00

Total Amount Due: 1170.83

ORIGINAL

COUNTY **HIDALGO**
NOV 21 2013
By: *[Signature]* Act 3



HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY

DATE: 11/20/2013

TO: Loule Mendoza

DEPARTMENT: (123) COMMISSIONER, PRECINCT 3

FROM: Reynaldo Cantu III

PHONE: (956)-318-2511 ext 4623

REFERENCE: MOBILE RELAYS PARTNERS, LTD. Invoice #AIR0032377

THE FOLLOWING DOCUMENT (S), I.e. Invoice #AIR0032377 IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED - PLEASE FOLLOW PROPER CLAIMS PROCEDURES
- PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE
- AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT
- VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE
- INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
- SIGNATURE OR DATE NOT PRESENT
- SYSTEM SHOWS INVOICE PAID
- INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE \$
- NEEDS APPROVAL OF:
- NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- NEEDS CORRECTION(S):
- NEEDS ADDITIONAL DOCUMENTATION I.e.:
- OTHER:
- COMMENTS / RECOMMENDATION:** PO#699605 was approved after invoice had been received. Recommending to process as a claim. Purchase order for Radio services need to reflect the precise amount of units and corresponding rates. Please advise.

COUNTY AUDITOR'S FORM RE-CA-003
REVISED: 08/2010

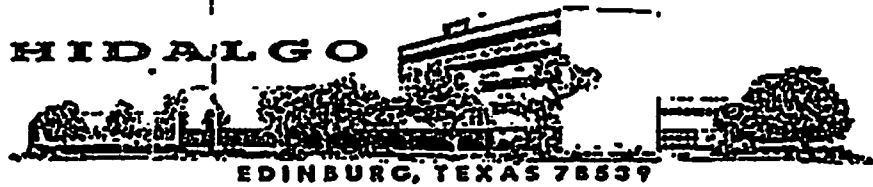


HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ JR. JUDGE 12ND D.C.	RODOLFO DELGADO JUDGE 10RD D.C.	J. R. "BOBBY" FLORES JUDGE 13TH D.C.	ROSE GUERRA REYNIA JUDGE 26TH D.C.	JUAN R. PARTIDA JUDGE 23TH D.C.	MARIO E. RAMIREZ JR. JUDGE 10ND D.C.	HOE CONZALEZ JUDGE 32ND D.C. OVERSEER	LETICIA LOPEZ JUDGE 38TH D.C.	ADA SALINAS FLORES JUDGE 35TH D.C.
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COUNTY
 NOV 27 2013
 By [Signature] Act 3

HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
 County Administration Building 3rd Floor
 2808 S. Business Highway 281
 Edinburg, Texas 78539-6243
 PHONE: (956) 318-2511
 FAX: (956) 318-2577
 WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
 HIDALGO COUNTY AUDITOR'S OFFICE
 P. O. BOX 689
 EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY

DATE: 11/20/2013

TO: Louie Mendoza
FROM: Reynaldo Cantu III

DEPARTMENT: (123) COMMISSIONER, PRECINCT 3
PHONE: (956)-318-2511 ext 4623

REFERENCE: MOBILE RELAYS PARTNERS, LTD. Invoice #AIR0032377

THE FOLLOWING DOCUMENT (S), I.e. Invoice #AIR0032377 IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES
- PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE
- AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT
- VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE
- INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
- SIGNATURE OR DATE NOT PRESENT
- SYSTEM SHOWS INVOICE PAID
- INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE \$
- NEEDS APPROVAL OF:
- NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- NEEDS CORRECTION(S):
- NEEDS ADDITIONAL DOCUMENTATION I.e.:
- OTHER:
- COMMENTS / RECOMMENDATION:** PO#698244 needs to be modified to reflect the exact amount of units being charged to the PO and rates. Please have purchasing modify PO to the Units and corresponding rates that should be charged to the above stated PO#.

COUNTY AUDITORS FORM RE-CA-029
 REVISED: 03/2019



HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ JR. RODOLFO DELGADO J.R. "BOBBY" FLORES ROSE GUERRA REYNA JUAN R. PARTIDA MARIO E. RAMIREZ JR. NOE GONZALEZ LETICIA LOPEZ ADA SALINAS FLORES
 JUDGE 19TH D.C. JUDGE 20TH D.C. JUDGE 136TH D.C. JUDGE 205TH D.C. JUDGE 275TH D.C. JUDGE 329TH D.C. JUDGE 326TH D.C. JUDGE 365TH D.C. JUDGE 387TH D.C.
 OVERSEER



**Purchase Order
COUNTY OF HIDALGO**

PO# 698244

DATE: 09/16/13

Page # 1 of 1

2013 OCT 29 PM 2 52
RECEIVED BY

PO TYPE:

VENDOR: 275506

REQ: 00243588

PHONE: (956)682-5224

FAX: (956)682-9114

EMAIL:

SHIP TO: HIDALGO CO. PCT 3

724 N. BREYFOGLE
MISSION TX 78574

MOBILE RELAYS PARTNERS, LTD.
P. O. BOX 1808
MCALLEN TX 78505-1808

CONTACT:

SITE: COMMISSIONER, PRECINCT 3

SPECIAL INSTRUCTIONS: R 2296

VENDOR NOTES

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must pay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required; customer copy may be accepted. Our number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		APPROVED BY SABAS SANDOVAL/GEORGE OCANA		
10	EACH	ON AIR TIME SERVICE (OCTOBER 2013) PARK	12.00	120.00
4	EACH	ON AIR TIME SERVICES (OCTOBER 2013) LANDFILL	19.99	79.96
20	EACH	ON AIR TIME SERVICES (OCTOBER 2013) LANDFILL	12.00	240.00
		TOTAL:		439.96
		AIR TIME SERVICES REPORT ROAD HAZARDS 1-866-NCR-SAFE OR 1-866-427-7233 SERVICES FOR PARKS AND LANDFILL		
	 For Hidalgo County use only		
		3-1100-432-00-123-001-0-532	319.96	
		3-1100-452-00-123-008-0-532	120.00	

Authorized by: _____

M. Martha S. Salazar

Mobile Relays Partners, LTD
 515 S. 12Th. St
 P.O. Box 1808
 McAllen TX, 78505-1808
 (956)682-5224

SIGN: NOV 10-11-2013
 REQ# 242719 & 242853
 PO# 697552 & 697288
 RECEIVED BY
 COUNTY 09/01/2013

INVOICE AIR0032223
 CUST P.O. PM 3 16

Bill To: 117313

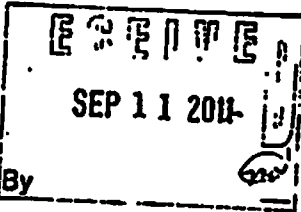
Ship To: 117313

Name HIDALGO CO. PRECINCT #3
 Address P. O. BOX 607
 MISSION TX78573

HIDALGO CO. PRECINCT #3
 P. O. BOX 607
 MISSION TX, 78573

ATTN: NORMA/LOUIE

ATTN: NORMA/LOUIE

Qty	Description	Loc	Unit Price	Total
17.00	UNITS ON SITE MCALLEN		19.9900	339.83
28.00	UNITS ON SITE MCALLEN		12.0000	336.00
55.00	UNITS ON SITE MCALLEN		9.0000	495.00
INVOICE RECEIVED BY <u>L. Mendez ON 9-1-13</u> GOODS/SERVICES RECEIVED BY <u>L. Mendez ON 9-1-13</u>				
<u>3</u> <u>1200-431-00-123-005-0-532</u> → \$ 730.87 (RIB)				
<u>3</u> <u>1100-432</u> <u>001</u> 0200-431-00-123-005-0-532 → \$ 319.94 (LIF)				
<u>3</u> <u>1100-452</u> <u>008</u> 0200-431-00-123-005-0-532 → \$ 120.00 (PARK)				
				
<i>To approve after inv. date -</i>				

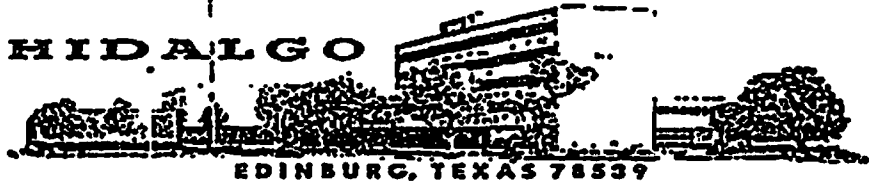
QUESTIONS? CALL: (956)682-5224

Subtotal: 1170.83
 Freight: 0.00

Total Amount Due: 1170.83

ORIGINAL

COUNTY of HIDALGO



HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577

WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY

DATE: 11/19/2013

TO: Luis Mendoza

DEPARTMENT: (123) COMMISSIONER, PRECINCT 3

FROM: Reynaldo Cantu III

PHONE: (956)-318-2511 ext 4623

REFERENCE: MOBILE RELAYS PARTNERS, LTD. Invoice #AIR0032223

THE FOLLOWING DOCUMENT (S), I.e. Invoice #AIR0032223 IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED -- PLEASE FOLLOW PROPER CLAIMS PROCEDURES
- PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE
- AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT
- VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE
- INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
- SIGNATURE OR DATE NOT PRESENT
- SYSTEM SHOWS INVOICE PAID
- INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE \$
- NEEDS APPROVAL OF:
- NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- NEEDS CORRECTION(S):
- NEEDS ADDITIONAL DOCUMENTATION I.e.:
- OTHER:
- COMMENTS / RECOMMENDATION:** PO#997283 needs to be modified to reflect the correct number of units and corresponding rates as they are not the same as Invoice and vendor has kept the same unit #'s and rates for this past year. Please have PO modified.

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

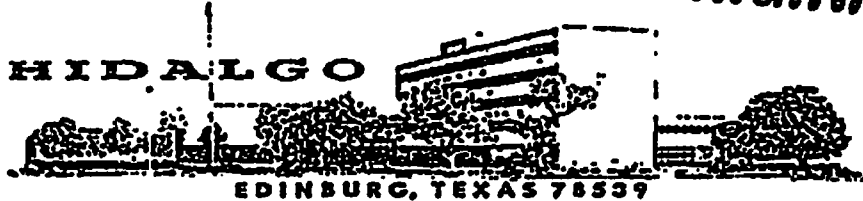


HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ JR. JUDGE 12TH D.C.	RODOLFO DELGADO JUDGE 13TH D.C.	J.R. BOBBY FLORES JUDGE 13TH D.C.	ROSE GUERRA REYNA JUDGE 16TH D.C.	JUAN R. PARRIDA JUDGE 27TH D.C.	MARIO E. PARRIZ JR. JUDGE 32ND D.C.	NOE GONZALEZ JUDGE 32ND D.C. OVERSOUR	LETICIA LOPEZ JUDGE 36TH D.C.	ADA SALINAS FLORES JUDGE 36TH D.C.
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ORIGINAL

COUNTY OF HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-8243
PHONE: (956) 318-2511
FAX: (956) 318-2577

WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY

DATE: 11/19/2013

TO: Luis Mendoza

DEPARTMENT: (123) COMMISSIONER, PRECINCT 3

FROM: Reynaldo Cantu III

PHONE: (956) 318-2511 ext 4623

REFERENCE: MOBILE RELAYS PARTNERS, LTD. Invoice #AIR0032223

THE FOLLOWING DOCUMENT (S), I.e. Invoice #AIR0032223 IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED -- PLEASE FOLLOW PROPER CLAIMS PROCEDURES
- PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE
- AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT
- VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE
- INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
- SIGNATURE OR DATE NOT PRESENT
- SYSTEM SHOWS INVOICE PAID
- INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE \$
- NEEDS APPROVAL OF:
- NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- NEEDS CORRECTION(S):
- NEEDS ADDITIONAL DOCUMENTATION I.e.:
- OTHER:
- COMMENTS / RECOMMENDATION:** PO#697552 was approved after invoice date, and as requested purchase orders needs to reflect the amount of units and corresponding rates. Recommending to process as a claim.

COUNTY AUDITOR'S FORM RE-CA-020
REVISED: 03/2010



HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 29TH D.C.	RODOLFO DELGADO JUDGE, 33RD D.C.	J. R. "BOBBY" FLORES JUDGE, 13TH D.C.	ROSE GUERRA REYNA JUDGE, 26TH D.C.	JUAN R. PARTIDA JUDGE, 27TH D.C.	MARIO E. RAMIREZ, JR. JUDGE, 32ND D.C.	NOE GONZALEZ JUDGE, 30TH D.C. OVERSEER	LETICIA LOPEZ JUDGE, 36TH D.C.	ANA SALINAS FLORES JUDGE, 38TH D.C.
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Purchase Order COUNTY OF HIDALGO

PO# 697288

DATE: 08/28/13

PAGE NO: : OF 1

PO TYPE:

VENDOR: 275306

REQ: 00242353

PHONE: 19561692-5224

FAX: 19561692-9114

EMAIL:

SHIP TO: HIDALGO CO. PCT 3
724 N. BREYPOOLE
HIDALGO TX 79574

MOBILE RELAYS PARTNERS, LTD.
P. O. BOX 1808
MCALLEN TX 78505-1808

CONTACT:
SITE: COMMISSICNER, PRECINCT 3

SPECIAL INSTRUCTIONS LA 2271

VENDOR NOTES

1. Do not use an expired license from the state or the vendor.
2. All equipment must be provided with a valid state of Texas Certificate.
3. The state of Texas requires all equipment to be tested and certified by the state.
4. The state of Texas requires all equipment to be tested and certified by the state.
5. The state of Texas requires all equipment to be tested and certified by the state.
6. The state of Texas requires all equipment to be tested and certified by the state.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
DO NOT DUPLICATE CREER				
APPROVED BY SASAS SANDOVAL AND GEORGE UCANA				
10	EACH	ON AIR TIME SERVICE (SEPTEMBER 2013) PARK	12.00	120.00
4	EACH	ON AIR TIME SERVICES (SEPTEMBER 2013) LANDFILL	19.99	79.96
20	EACH	ON AIR TIME SERVICES (SEPTEMBER 2013) LANDFILL	12.00	240.00
			TOTAL:	439.96
AIR TIME SERVICES REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 FOR THE PARK AND LANDFILLS				
.....				
For Hidalgo County use only				
3 1103-432-06-121-001-0-532			119.96	
3-1160 452-00-123-009-0-532			120.00	
90555- 30,777.28				

Authorized by: *Matthew Kaloger* AK



Purchase Order COUNTY OF HIDALGO

PO# 697552

DATE: 09/04/13

PAGE NO: 1 OF 1

PO TYPE:

VERSION: 275506

REQ: C0242717

PHONE: (956)482-5223

FAX: (956)482-3114

EMAIL:

SHIP TO: HIDALGO CO. PCT 3

724 W. BREYFOILE

MISSION TX 79574

MOBILE RELAYS PARTNERS, LTD.

P. O. BOX 1808

MCCALLEN TX 78505-1808

CONTACT:

SITE: COMMISSIONER, PRECINCT 3

SPECIAL INSTRUCTIONS: REG# 708

VENDOR NOTES

1. Do not act on or ship this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. The Order is also placed F O B Destination. Vendor must reply all shipping costs.
4. Items such as Phone Cards and Cellular services are required customer approval to accept. Our purchase must appear on all invoices, bills of lading, and manifests.
5. Payment will be made only for actual bills and for completed orders unless otherwise stated.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		****APPROVED BY SAUL PAHIREZ****		
1	ZACH	CH (ITEM# 2/A) MONTHLY AIR SERVICES FOR (62) 2 WAY RADIO SERVICES FOR THE MONTH OF SEPTEMBER 2013	820.00	820.00
		TOTAL:		820.00
		FOR USE AT PRECINCT#3 FOR TWO WAY RADIO SERVICES FOR THE MONTH OF SEPTEMBER 2013. CONTACT: (956)482-5223		
	 For Hidalgo County use only		
		3-1200-431-00-123-005-0-533	820.00	

9055 T - 30, 777 25

Authorized by:

Matthew Salazar

AI-42437

Budget and Management 15. A.

CC REGULAR

Meeting Date: 01/07/2014

Submitted By: Rolando Garcia, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Public Hearing and Intent to Consider Creation of a County Energy Transportation Reinvestment Zone to receive public comment on the following topics:

1. The potential boundaries and requirements of a County Energy Transportation Reinvestment Zone (CETRZ), as authorized §222.1071 of the Texas Transportation Code.
2. Whether or not to create one or more County Energy Transportation Reinvestment Zone (CETRZ), as authorized by law, to promote one or more infrastructure projects to be located within the County to be funded by the CERTZ.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	01/03/2014 05:25 PM
Form Started By: Rolando Garcia		Started On: 12/27/2013 10:54 AM
	Final Approval Date: 01/03/2014	

CC REGULAR

Meeting Date: 01/07/2014

Submitted For: Martha L. Salazar

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

- a. Requesting exemption from competitive bidding requirements under Tx. Local Government Code, Chapter 262, Sections-.024(a)(3)-"an item necessary because of unforeseen damage to public property;", and (7)-"an item that can be obtained from only one source, including"-(D) "captive replacement parts or components for equipment;" and (11) "vehicle and equipment repairs"; (B) films, manuscripts, or books:
- b. Requesting authority to purchase repairs only (excludes maintenance for vehicles or equipment) for County-owned vehicles and equipments from the vendors identified and detailed revised list attached hereto through the established and approved procedures for the requisition and purchase order process with said authority to extend through December 31, 2015;
- c. Requesting authority to purchase parts for County-owned vehicles, equipment, heavy equipment and machinery from the vendors identified and detailed revised list attached hereto through the established and approved procedures for the requisition and purchase order process with said authority to purchase through December 31, 2015;
- d. Requesting authority to purchase books, publications, films and manuscripts as detailed in attachments herein for those applicable Elected Offices, Departments, Programs and/or Agencies as well as Specialized Local Entities through all funding sources;
- e. Requesting exemption from competitive bidding requirements under Tx. Local Govn.Code, Chapter 262, Section .024(a)(8)(d)"an item of food for Sheriff Office, Adult Detention Facility, aka, County Jail), Texas Agrilife Extension Service including all other Hidalgo County Elected Offices, Departments, Programs and/or Agencies as well as Specialized Local Entities (i.e. Adult & Juvenile) through all funding sources with action valid through December 31, 2015;
- f. Pursuant to same statute, specifically 262.024(d), action the following:
1. Solicitation of at least three (3) quotes by:
 2. Telephone;
 3. Written quotations;
- g. Set the intervals for the solicitation of quotes for:
1. Current & historic time frame is 30 days;
 2. Other as approved _____;
- h. Presentation for approval of the proposed draft solicitation quote/bid form including, terms, conditions, requirements, as detailed on Hidalgo County Purchase Order document valid through December 31, 2015.

BACKGROUND

Fiscal Impact

FISCAL YEAR:
FUNDS AVAILABLE Y/N?:

ACCT. #:
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Each elected office, program, agency or department is responsible for the funding of said expense.

Attachments

Local Government Code 262.024

Hidalgo County Policies & Procedures

Quote Request Form

Vendor's List

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/02/2014 03:22 PM
Budget & Management	Debbie Tamez	01/02/2014 04:29 PM
Glinda Pacheco	Glinda Pacheco	01/03/2014 11:33 AM
Auditor's Office	Monica Badillo	01/03/2014 05:25 PM
Form Started By: Matilde Faz		Started On: 01/02/2014 01:54 PM
	Final Approval Date: 01/03/2014	

PROPERTY ACQUISITION OR SALE

§ 262.024

issue anticipation notes for the payment of that contract in an amount that exceeds the lesser of:

(1) 20 percent of the county's budget for the fiscal year in which the county enters into the contract; or

(2) \$10 million.

(c) In applying the requirements established by Subsection (a), all separate, sequential, or component purchases of items ordered or purchased, with the intent of avoiding the requirements of this subchapter, from the same supplier by the same county officer, department, or institution are treated as if they are part of a single purchase and of a single contract. In applying this provision to the purchase of office supplies, separate purchases of supplies by an individual department are not considered to be part of a single purchase and single contract by the county if a specific intent to avoid the requirements of this subchapter is not present.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 57(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, § 9, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.02(b), eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 757, §§ 13, 38, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 442, § 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 505, § 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 436, § 4, eff. May 28, 2001; Acts 2001, 77th Leg., ch. 1063, § 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1409, § 4, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1276, § 12.004, eff. Sept. 1, 2003; Acts 2007, 80th Leg., ch. 689, § 1, eff. Sept. 1, 2007.

V.T.C.A., Local Government Code § 271.041 et seq.

Section 2 of Acts 2007, 80th Leg., ch. 689 provides:

"The changes in law made by this Act apply only to a contract entered into on or after the effective date [Sept. 1, 2007] of this Act. A contract entered into before the effective date of this Act is governed by the law in effect when the contract was entered into, and the former law is continued in effect for that purpose."

§ 262.0235. Procedures Adopted by County Purchasing Agents for Electronic Bids or Proposals

The county purchasing agent, before receiving electronic bids or proposals, shall adopt rules in conformance with Section 262.011(o) to ensure the identification, security, and confidentiality of electronic bids or proposals.

Added by Acts 2001, 77th Leg., ch. 1063, § 3, eff. Sept. 1, 2001.

*§ 262.024. Discretionary Exemptions

* (a) A contract for the purchase of any of the following items is exempt from the requirement established

by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

* (3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

* (7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

* (D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; ¹ or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;

(10) any work performed under a contract for community and economic development made by a county under Section 381.004; or

(11) vehicle and equipment repairs.

(b) The renewal or extension of a lease or of an equipment maintenance agreement is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption and if:

issue anticipation notes for the payment of that contract in an amount that exceeds the lesser of:

(1) 20 percent of the county's budget for the fiscal year in which the county enters into the contract; or

(2) \$10 million.

(c) In applying the requirements established by Subsection (a), all separate, sequential, or component purchases of items ordered or purchased, with the intent of avoiding the requirements of this subchapter, from the same supplier by the same county officer, department, or institution are treated as if they are part of a single purchase and of a single contract. In applying this provision to the purchase of office supplies, separate purchases of supplies by an individual department are not considered to be part of a single purchase and single contract by the county if a specific intent to avoid the requirements of this subchapter is not present.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 57(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, § 9, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.02(b), eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 757, §§ 13, 38, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 142, § 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 505, § 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 436, § 4, eff. May 25, 2001; Acts 2001, 77th Leg., ch. 1063, § 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1409, § 4, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1276, § 12.001, eff. Sept. 1, 2003; Acts 2007, 80th Leg., ch. 689, § 1, eff. Sept. 1, 2007.

1 V.T.C.A., Local Government Code § 271.041 et seq.

Section 2 of Acts 2007, 80th Leg., ch. 689 provides:

"The changes in law made by this Act apply only to a contract entered into on or after the effective date (Sept. 1, 2007) of this Act. A contract entered into before the effective date of this Act is governed by the law in effect when the contract was entered into, and the former law is continued in effect for that purpose."

§ 262.0235. Procedures Adopted by County Purchasing Agents for Electronic Bids or Proposals

The county purchasing agent, before receiving electronic bids or proposals, shall adopt rules in conformance with Section 262.011(o) to ensure the identification, security, and confidentiality of electronic bids or proposals.

Added by Acts 2001, 77th Leg., ch. 1063, § 3, eff. Sept. 1, 2001.

§ 262.024. Discretionary Exemptions

(a) A contract for the purchase of any of the following items is exempt from the requirement established

by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment;

* (8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; ¹ or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;

(10) any work performed under a contract for community and economic development made by a county under Section 381.004; or

(11) vehicle and equipment repairs.

(b) The renewal or extension of a lease or of an equipment maintenance agreement is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption and if:

(1) the lease or agreement has gone through the competitive bidding procedure within the preceding year;

(2) the renewal or extension does not exceed one year; and

(3) the renewal or extension is the first renewal or extension of the lease or agreement.

(c) If an item exempted under Subsection (a)(7) is purchased, the commissioners court, after accepting a signed statement from the county official who makes purchases for the county as to the existence of only one source, must enter in its minutes a statement to that effect.

(d) The exemption granted under Subsection (a)(8) of this section shall apply only to the sealed competitive bidding requirements on food purchases. Counties shall solicit at least three bids for purchases of food items by telephone or written quotation at intervals specified by the commissioners court. Counties shall award food purchase contracts to the responsible bidder who submits the lowest and best bid or shall reject all bids and repeat the bidding process, as provided by this subsection. The purchasing officer taking telephone or written bids under this subsection shall maintain, on a form approved by the commissioners court, a record of all bids solicited and the vendors contacted. This record shall be kept in the purchasing office for a period of at least one year or until audited by the county auditor.

Acts 1987, 70th Leg., ch. 119, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 59(c), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 962, § 1, eff. Sept. 1, 1989; Acts 1989, 71st Leg., ch. 1001, § 2, eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1060, § 1, eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.03, eff. Aug. 26, 1991; Acts 1997, 75th Leg., ch. 142, § 2, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1065, § 1, eff. June 15, 2001; Acts 2007, 80th Leg., ch. 1272, § 3, eff. Sept. 1, 2007.

1 V.T.C.A. Bus. & Com. Code § 17.81 et. seq.

§ 262.0241. Mandatory Exemptions: Certain Recreational Services

(a) This section applies only to a county that:

(1) has a population of 20,000 or less; and

(2) owns not more than one golf course open for public use.

(b) The competitive bidding and competitive proposal procedures prescribed by this subchapter do not apply to the purchase of:

(1) management services for:

- (A) a county-owned golf course; or
- (B) a retail facility owned by the county and located on the premises of the golf course; and
- (2) landscape maintenance services for a county-owned golf course.

Added by Acts 2001, 77th Leg., ch. 1065, § 2, eff. June 15, 2001.

§ 262.0245. Competitive Bidding Procedures Adopted by County Purchasing Agents

A county purchasing agent shall adopt procedures that provide for competitive bidding, to the extent practicable under the circumstances, for the county purchase of an item under a contract that is not subject to competitive bidding under Section 262.023.

Added by Acts 1991, 72nd Leg., ch. 16, § 13.02(c), eff. Aug. 26, 1991. Renumbered from § 262.0241 by Acts 2001, 77th Leg., ch. 1065, § 2, eff. June 15, 2001.

§ 262.025. Competitive Bidding Notice

(a) A notice of a proposed purchase must be published at least once a week in a newspaper of general circulation in the county, with the first day of publication occurring before the 14th day before the date of the bid opening. If there is no newspaper of general circulation in the county, the notice must be posted in a prominent place in the courthouse for 14 days before the date of the bid opening.

(b) The notice must include:

(1) the specifications describing the item to be purchased or a statement of where the specifications may be obtained;

(2) the time and place for receiving and opening bids and the name and position of the county official or employee to whom the bids are to be sent;

(3) whether the bidder should use lump-sum or unit pricing;

(4) the method of payment by the county; and

(5) the type of bond required by the bidder.

(c) If any part of the payment for a proposed purchase will be made through time warrants, the notice also must include a statement of the maximum amount of time warrant indebtedness, the rate of interest on the time warrants, and the maximum maturity date of the time warrants.

(d) In a county with a population of 3.3 million or more, the county and any district or authority created under Article XVI, Section 59, of the Texas Constitu-

HIDALGO COUNTY PURCHASING POLICIES AND PROCEDURES

I. Introduction.

1.01. The Purchasing Department of Hidalgo County, Texas (the "Purchasing Department" or "Purchasing") was created by the Hidalgo County Commissioners Court (the "Commissioners Court") on May 3, 1988, pursuant to the provisions of Texas Local Government Code § 262.0115. As a result, the Commissioners Court has appointed a Purchasing Agent to coordinate the purchases made by Hidalgo County, Texas (the "County"). The Purchasing Agent serves at the pleasure of the Commissioners Court, and is authorized by statute to make all purchases not subject to competitive bidding requirements, supervise the competitive bidding process, and receive and deliver materials purchased in accordance with contracts awarded by bids. Pursuant to the requirements established by the Commissioners Court and the Local Government Code, these Hidalgo County Purchasing Policies and Procedures are adopted by the Commissioners Court on this the 8th day of August, 1995, to be effective for all purchases by the County, or any department or agency thereof, requested on or after August 8, 1995.

II. Objectives of the Centralized Purchasing Program.

2.01. A centralized purchasing program has been established in the County to achieve the objectives listed as follows:

- 2.01.01. To obtain goods and services at the best price possible.
- 2.01.02. To obtain goods and services best suited to the particular needs of the County.
- 2.01.03. To ensure the timely delivery and adequate availability of goods and services.
- 2.01.04. To ensure that purchases conform to state law, County policies, the County budget and payment ability.
- 2.01.05. To ensure that all responsible prospective providers of goods and services to the County are afforded an equal opportunity to compete for County contracts.
- 2.01.06. To ensure that public spending is not used to enrich elected officials, departments heads or government employees, or to confer favors on favored constituents, or to give the appearance of impropriety.

III. Purchasing Code of Ethics.

3.01. **Statement of Purchasing Policy.** Public employment is a public trust. It is the policy of the County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by the County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public service.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover,

they should conduct themselves in such a manner as to foster public confidence in the integrity of the Purchasing Department.

To achieve the purpose of this Article, and these Policies, it is essential that those doing business with the County also observe the ethical standards prescribed here.

3.02. General Ethical Standards.

- 3.02.01. It shall be a breach of ethics to attempt to realize personal gain through public employment with the County by any conduct inconsistent with the proper discharge of the elected official's, department head's or employee's duties.
- 3.02.02. It shall be a breach of ethics to attempt to influence any elected official, department head or public employee of the County to breach the standards of ethical conduct set forth in this code.
- 3.02.03. It shall be a breach of ethics for any elected official, department head or employee of the County to participate directly or indirectly in a procurement when the elected official, department head or employee knows that:
- a. the elected official, department head or employee or any member of the elected official's, department head's or employee's immediate family has a financial interest pertaining to the procurement;
 - b. a business or organization in which the elected official, department head or employee, or any member of the elected official's, department head's or employees immediate family, has a financial interest pertaining to the procurement;
 - c. any other person, business or organization with whom the elected official, department head or employee or any member of the elected official's, department head's or employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.
- 3.02.04. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.
- 3.02.05. It shall be a breach of ethics for any payment, gratuity or offer of

employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- 3.02.06. The prohibition against gratuities and kickbacks prescribed in subparagraphs 4 and 5 shall be conspicuously set forth in every contract and solicitation therefor.
- 3.02.07. It shall be a breach of ethics for any current or former elected official, department head or employee of the County knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person, entity or organization.

3.03. **Construction with other provisions.** The provisions of this Purchasing Code of Ethics shall be in addition to the ethical provisions contained in any County personnel manual or Civil Service rules and policies. In the event of a conflict between the provisions of this Purchasing Code of Ethics and the provisions of such manuals, rules or policies, the more restrictive shall control. A violation of this Purchasing Code of Ethics by an employee of the County covered under the County's civil service system shall be punishable under the provisions of the governing rules and policies of such system.

IV. Duties of the Purchasing Agent.

4.01. **Generally.** The duties of the Purchasing Agent shall include purchasing or approving the purchase of all supplies, materials and equipment required or used and contracting for all repairs to property used by the County or any of its agencies, officers or employees, except purchases and contracts required by law to be made on competitive bid pursuant to Chapter 262, Texas Local Government Code. Except where expressly permitted herein, no person, other than the Purchasing Agent, may purchase supplies, materials or equipment or make contracts for repairs.

4.02. **Supervise All Purchases.** The Purchasing Agent shall supervise all purchases made by competitive bid and shall ensure that all purchased supplies, materials and equipment are delivered to the proper County officer or department in accordance with the purchase order or contract.

4.03. **Interlocal Cooperation.** The Purchasing Agent may cooperate with the purchasing agent or department of the state of Texas and/or any local government unit to purchase any item in volume as may be necessary. Warrants or checks drawn by the County Auditor shall be honored by the County Treasurer to reimburse such purchasing agent or department making the purchase for the County.

4.04. **Inter-Department Transfers.** To prevent unnecessary purchases, the Purchasing Agent shall transfer County supplies, materials and equipment from an agency of the County, a County department, officer or employee of the County that are not needed or used to another County agency, County department, officer or employee of the County requiring the supplies or materials or

use of the equipment. The Purchasing Agent shall furnish to the County Auditor a list of transferred supplies, materials and equipment.

4.05. **Disposal of Salvage Property.** The Purchasing Agent, acting for the Commissioners Court and by delegation of the Commissioners Court, shall dispose of surplus or salvage property following the procedures required by state statute and as set out in the instructions accompanying Form SLVG-PD-001. Form SLVG-PD-001 **must** be completed and necessary approvals received for all surplus/salvage property dispositions.

4.06. **Prepare Specifications.** The Purchasing Agent, along with the person requesting the purchase of any item or items requiring competitive bids, pursuant to Chapter 262, Texas Local Government Code, shall prepare bid specifications which shall be approved by the Commissioners Court and advertised, received and awarded, in accordance with Chapter 262, Texas Local Government Code.

V. Delegation of Duties.

5.01. **Purchases Not Exceeding \$1,000.00.** The Purchasing Agent may delegate to any elected official or department head the authority to purchase materials and supplies valued up to One Thousand Dollars (\$1,000.00).

5.02. **Repairs–Vehicles & Equipment.** The Purchasing Agent may delegate to any elected official or department head the authority to purchase repair parts and services for motor vehicles, office or shop equipment, and similar items valued up to Two Thousand Dollars (\$2,000.00).

5.03. **Repairs–Heavy Machinery.** Purchases of repair parts and services for road-building and other heavy machinery valued up to Five Thousand Dollars (\$5,000.00) is delegated to each County Commissioner and to the Manager of Hidalgo County Drainage District #1.

5.04. **Limitation of Delegation.** Notwithstanding any provision herein to the contrary, no delegation of authority to purchase any item bought from the permanent improvement fund or any equipment which shall be recorded in the physical inventory record is hereby made.

5.05. **Authorized Employees.** Elected officials and department heads may also delegate the authority to purchase materials and supplies valued up to One Thousand Dollars (\$1,000.00) by furnishing the Purchasing Agent a memorandum listing the employee(s) so authorized.

5.06. **Waiver by County Judge.** Pursuant to the provisions of Texas Local Government Code § 113.901(c), the County Judge may, by written order, waive the requirement of approval of all requisitions and purchase orders. In such event, all claims must be approved by Commissioners Court in open court prior to payment.

VI. Requisition Process.

6.01. **Overview.** Requisitioning is the process of formally requesting that a purchase be made. Counties are required by statute (Tex. Loc. Govt. Code § 113.901) to use a requisitioning system. The purpose of the Requisition is to inform the Purchasing Department of what to buy, when it is required and where to deliver it.

6.02. **Procedures and Forms.**

- 6.02.01. All purchases of goods and services, even purchases made under the authority delegated in Article V, shall be commenced by the requesting department completing a Hidalgo County Requisition Form (Form HCPD-01) and submitting it to the Purchasing Department.
- 6.02.02. Form HCPD-01 should be completed well in advance of the date that the goods or services are required by the requesting department in order to allow the Purchasing Department and the vendor to assure the goods are delivered or services performed by the date required by the requesting department.
- 6.02.03. Form HCPD-01 *must* be completed in its entirety. Incomplete Requisition Forms will be returned to the requesting department and will delay the order and delivery of the requested goods or services.

6.03. **Requisition Priority Designations.** Each Form HCPD-01 must contain a priority designation and state a definite date by which the items are needed (i.e., not “Rush” or “ASAP”). The priority categories set forth below will be strictly adhered to, and the Purchasing Agent is authorized to investigate priority designations to determine abuse or potential abuse of expedited purchasing procedures. Requisitions are divided according to the type of action required on the purchase:

- 6.03.01. **Routine** - (for all normal purchasing transactions requiring a Requisition Form). The Purchasing Department will process these requisitions using routine procedures set out in Procedures Number 6.04.01. Routine purchases are designated **Priority Four**.
- 6.03.02. **Expedited** - (for items that are needed sooner than the normal purchasing process would be able to get them). The only legitimate purposes for Expedited purchases are to prevent work stoppages or loss of the County’s money. Expedited purchases are *not* emergency purchases. They are for items needed quickly to prevent costly delays, and therefore warrant the additional cost and effort caused by the interruption of the normal purchasing routine. However, they are *not* to be used unless absolutely required. The two types of Expedited purchases are:
 - a. **Walk Through** - (for items needed within ten working days to avoid work interruption, loss of service or significant added cost of operations). The Purchasing Department processes these requisitions using routine procedures set out in Procedure Number 6.04.02. The requisition and other documents are hand-carried through the purchasing process by the requesting department. These purchases are designated **Priority Three**.

- b. **Work Stoppage** - (for items needed immediately to prevent work stoppage due to *unanticipated* requirements). The Purchasing Department processes these requisitions using routine procedures set out in Procedure Number 6.04.03, but the process may be started by telephone request to the Purchasing Department, followed by delivery of a completed Form HCPD-01. These purchases are designated **Priority Two**.
- 6.03.03. **Emergency** - (for all requirements because of an emergency condition as defined in Procedure Number 9.01.01). The Purchasing Department processes these requisitions using routine procedures set out in Procedure Number 6.04.04. These purchases are designated **Priority One**.
- 6.04. **Processing of Requisitions.**
- 6.04.01. **Priority Four Requisition.** When a requisition is received in the Purchasing Department, it must be verified for accuracy, authorization and budget authority. Purchasing will do the following: (a) check the requisition for completeness; (b) check computations for accuracy; (c) verify contract provisions (if purchase under existing contract); (d) verify authorizations against authorization lists; (e) verify budget authority (budget line-item authority and unencumbered budget balance); (f) prepare purchase order (see Procedure Number 6.04.06).
- 6.04.02. **Priority Three Requisition.** (a) The Form HCPD-01 is completed as with a Priority Four requisition, coding it Priority Three. (b) The preparer should then notify the Purchasing Department by telephone, specifying that a Priority Three requisition is being walked through. Purchasing should be provided with all details of the purchase. (c) Walk the requisition to all required stations. (d) Hand carry the requisition to Purchasing. Purchasing makes the purchase in accordance with either Article VII or Article VIII.
- 6.04.03. **Priority Two Requisition.** (a) The Form HCPD-01 is completed as with a Priority Four requisition, coding it Priority Two. (b) The preparer should then notify the Purchasing Department by telephone, specifying that a Priority Three requisition is being walked through. Purchasing should be provided with all details of the purchase. (c) Continue as with a Priority Three requisition. (d) Purchasing begins the purchase process immediately upon receiving the telephone call in Step (b), and makes the purchase in accordance with either Article VII or Article VIII.
- 6.04.04. **Priority One Requisition.** (a) The Form HCPD-01 is completed as with a Priority Four requisition, coding it Priority One. (b) The preparer should then notify Purchasing by telephone, specifying that a Priority One requisition is being walked through. Purchasing should be provided with all details of the purchase. (c) Walk the requisition to all required stations. (d) Hand carry the requisition to Purchasing. Purchasing begins the purchase immediately upon receiving the telephone call in accordance with Procedure 9.01.02.

- 6.04.05. *NOTE: For all purchases required under Priority Two and Priority Three which also require competitive bidding, an emergency must be declared in order to bypass the competitive bidding process. All Priority One purchases **must** meet the qualifications for emergency purchases in the pertinent statutes, as outlined in Procedure 9.01.01.*
- 6.04.06. **Purchase Order.** When the completed requisition is received in the purchasing office, a purchase order (“PO”, Form HCPD-02) will be prepared. The Requisition and the PO are approved by the County Judge. The prepared PO is delivered to the vendor which is awarded the contract, in accordance with Article VII or VIII.

VII. Competitive Bidding.

7.01. **Bidding Required.** Before any person, department, official or agent of the County may purchase one or more items under a contract that requires an expenditure exceeding Twenty-Five Thousand Dollars (\$25,000.00), the competitive bidding requirements prescribed by Chapter 262, Texas Local Government Code, must be utilized with the assistance of the Purchasing Agent. In applying the competitive bidding or competitive proposals, all separate, sequential or component purchases (purchases made separately, purchases made over a period of time or purchases of component parts of an item or items that in the normal purchasing practice would be purchased in one purchase) are treated as if they are part of a single purchase and of a single contract. This requirement includes leases, installment payments and lease purchases in the event the total amount of payments will exceed Twenty-Five Thousand Dollars (\$25,000.00) over the life of the contract. Pursuant to Section 262.026(a), the Commissioners Court has delegated the authority to make extensions on the date for the opening of bids to the Purchasing Agent.

7.02. **Exception.** The only exceptions to the competitive bidding process outlined in this Article VII are set forth in Section 262.024, Texas Local Government Code, and Article IX herein. These exceptions shall be determined solely as provided in Article IX.

7.03. **Specifications/Procedures.**

- 7.03.01. When the purchase of one or more items requiring competitive bidding pursuant to Chapter 262, Texas Local Government Code, and this Article 7, is required, the person desiring to purchase the item shall first submit written specifications to the Purchasing Agent. The Purchasing Agent shall, upon request, assist in developing the specifications.
- 7.03.02. No specifications shall be written, which by design exclude legitimate competition between vendors. No brand names shall be utilized unless a disclaimer is used which opens the specification to competing brands of equal or superior quality.
- 7.03.03. The requisition, along with the proposed specifications and a bidding timeline, are submitted to the Commissioners Court which shall approve the form and content of the specifications and determine when the bids will be

- opened and when results will be submitted to the Commissioners Court.
- 7.03.04. After approval of the specifications and bidding timeline, the Purchasing Department will proceed with advertising for bids in accordance with the timeline and applicable provisions of the Local Government Code.
- 7.03.05. The Purchasing Agent may mail an Invitation to Bid form to potential vendors when, in the judgment of the Purchasing Agent, such Invitation to Bid would enhance the bidding process.
- 7.03.06. Alternative competitive proposals may be obtained on purchases of insurance and high-technology items (as defined by statute), and for items for which it is impractical to prepare detailed specifications. The procedure for this is prescribed in Sections 262.0295 and 262.030 of the Texas Local Government Code and may be utilized by the Purchasing Agent when approved by the Commissioners Court.

7.04. Selection of Successful Bidder.

- 7.04.01. In competitive bidding, informal bids or proposals, the evaluation of the bids and proposals and the selection of vendors shall be done with the view to obtain the best value for the money spent. The vendor selected shall be a responsible bidder who submits the lowest and best bid.
- 7.04.02. The Purchasing Agent shall present the bids to the Commissioners Court at a meeting of the Commissioners Court.
- 7.04.03. In the event two (2) responsible bidders submit the lowest and best bid, the Commissioners Court shall decide between the two (2) by drawing lots in a manner prescribed by the County Judge or reject all bids and publish a new notice.
- 7.04.04. No contract shall be awarded to a bidder who is not the lowest dollar bidder meeting the specifications unless, before the award, each lower bidder is given notice of the proposed award and is given an opportunity to appeal before the Commissioners Court and present evidence concerning the lower bidder's responsibility.
- 7.04.05. In the event the Alternative Competitive Proposal Procedure or Alternative Multistep Competitive Proposal Procedure are utilized, as provided for in Procedure 7.02.06, the lowest responsible bidder selected in accordance therewith may be determined through negotiation with parties submitting proposals.
- 7.04.06. In the event that information on costs of the repair, maintenance or repurchase of earth-moving, material-handling, road maintenance or construction equipment is requested in a bid notice or specifications, such information can be considered by the Commissioners Court in selecting the most responsible bidder.
- 7.04.07. In considering the purchase of road construction materials, the location for pickup and delivery, and the cost to the County for hauling or delivering the materials may be considered in selecting the most responsible bidder.
- 7.04.08. Multiple contracts may be awarded for the purchase of road construction

materials if more than one bidder submits the lowest and best bid or a particular type or location of material.

7.05. **Changes in Plans and Specifications.** When there are changes in plan specifications or proposals after a contract is made or if it becomes necessary to increase or decrease the quantity of items purchased, the Commissioners Court may make those changes; provided, however, the total contract price may not be increased unless the cost of the change can be paid from available funds. If a change order involves an increase or decrease in cost of Fifty Thousand Dollars (\$50,000.00) or less, the Commissioners Court may grant general authority to an employee to approve the change orders; provided, however, that the original contract price may not be increased by more than twenty-five percent (25%) unless the change order is necessary to comply with a federal or state statute, rule, regulation, or judicial decision enacted, adopted, or rendered after the contract was made. The original contract price may not be decreased by eighteen percent (18%) or more without the consent of the contractor.

VIII. Non-Bid Purchases.

8.01. **Purchases Under Delegated Authority.** For purchases, the authority for which is delegated under Article V hereof:

- 8.01.01. An authorized person submits a Form HCPD-01 to Purchasing, together with the invoice for the goods or services acquired. *Note: the completed requisition must be completed and dated prior to the purchase being made, but need only be submitted to Purchasing once the purchase is completed.*
- 8.01.02. Purchasing checks the Requisition in accordance with Procedure 6.04.01, and forwards it to the County Judge, along with a PO for approval. After the approval of the County Judge, the Requisition and PO are forwarded to the County Auditor for payment. It is the Department's responsibility to confirm, in advance, that there is budget authorization and a sufficient unencumbered budget balance to cover the purchase, and to request a budget amendment or line item transfer if necessary.
- 8.01.03. When an emergency occurs outside of regular office hours, a County official or department head may release a verbal order to the vendor and then complete and submit a Requisition to Purchasing with a written explanation of the emergency.
- 8.01.04. When a purchase is made under this procedure without proper budget authority, the cost of the purchase shall be the personal responsibility of the highest-level person ordering/approving such purchase within the requesting department.
- 8.01.05. The Purchasing Department shall periodically review purchases made under this procedure for repetitive, component or sequential purchases which are being made in violation of the competitive bidding laws and these Policies.

8.02. **Non-Delegated Purchases Not Exceeding \$5,000.00.**

- 8.02.01. An authorized person shall complete a Form HCPD-01 which shall include

the listing of at least three (3) potential suppliers, together with verbal or telephone quotations from such suppliers. Vendors who are located throughout the County and state should be contacted. A record of all quotations (written or taken by telephone) shall be maintained. The list of vendors contacted should be rotated so that over time, all vendors are contacted approximately equally.

- 8.02.02. The Requisition is processed in the normal manner and submitted to Purchasing.
- 8.02.03. Purchasing verifies the Requisition, approves same, and, after approval of the County Judge, issues a PO to the most responsible vendor, as determined by the Purchasing Agent. If the approved quotation is not the lowest quotation, the reason must be stated in writing on the Requisition.
- 8.02.04. If the Requisition is disapproved for any reason, the Requisition is returned to the user with a written reason for the disapproval.
- 8.02.05. The Purchasing Agent shall establish policies requiring the random verification of telephone or oral quotations, and may, whenever the Purchasing Agent deems appropriate, solicit additional oral, telephone or written quotations before authorizing a purchase.

8.03. Purchases Between \$5,000.01 and \$25,000.00.

- 8.03.01. An authorized person shall complete a Form HCPD-01 which shall include the listing of at least three (3) potential suppliers, together with written, firm quotations from such suppliers. Vendors who are located throughout the County and state should be contacted. A record of all quotations shall be maintained. The list of vendors contacted should be rotated so that over time, all vendors are contacted approximately equally.
- 8.03.02. The Requisition is processed in the normal manner and submitted to Purchasing.
- 8.03.03. Purchasing verifies the Requisition, approves same, and, after obtaining approval of the County Judge, issues a PO to the most responsible vendor, as determined by the Purchasing Agent. If the approved quotation is not the lowest quotation, the reason must be stated in writing on the Requisition.
- 8.03.04. If the Requisition is disapproved for any reason, the Requisition is returned to the user with a written reason for the disapproval.
- 8.03.05. The Purchasing Agent shall establish policies requiring the random verification of written quotations, and may, whenever the Purchasing Agent deems appropriate, solicit additional written quotations before authorizing a purchase.

8.04. Information Contained in Quotes. For all oral or written quotations obtained, the following information must be exchanged between the vendor and the County:

- 8.04.01. Information related to the prospective vendor should include a description of the item (or items), the quantity required (in standardized units, if

applicable), the required delivery date, the last date quotations will be accepted, and the terms and conditions of purchase. The vendor shall be informed that the price quotations are *required* to be honored during the stated period.

- 8.04.02. Information obtained from the prospective vendor *must* include the name, address and telephone/telecopier numbers of the vendor, the total or unit price, as specified, the date through which the quoted price will be effective, the name of the representative providing the quote, and the specific (i.e., name brand and model number) product offered. For written quotations, this information must be included on the face of the written proposal.

8.05. **Selection of Vendor.** In selecting the most responsible vendor, the Purchasing Agent will consider such matters as price (all other factors being equal, the lowest price should always be taken), relative quality of good or service (if more than one vendor can deliver at an acceptable price, the relative quality should be considered), reliability of vendor (based on actual, documented experience of purchasing agent, not on intuition or rumor), ability to service items purchased, other relevant factors as determined by the Purchasing Agent.

IX. Emergency and Sole Source Purchases, Other Exempt Purchases.

9.01. **Emergency Defined, Procedures.**

- 9.01.01. Emergency (Priority One) purchases are governed by Tex. Loc. Govt. Code § 262.024(a)(1), (2) & (3) and are not utilized at all, except:
- a. In the case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the County;
 - b. To purchase an item necessary to preserve or protect the public health or safety of the residents of the County; or
 - c. To purchase an item necessary because of unforeseen damage to public property.
- 9.01.02. The following procedures *must* be followed for Priority One purchases:
- a. Qualification. The purchase must qualify as an emergency purchase under the definition in Procedure 9.01.01, or in Tex. Loc. Govt. Code § 262.024.
 - b. Designation. The designation of *Priority One* indicates a situation of such urgency that the normal purchasing procedure must be modified in the interest of speed, and therefore no competitive bids or quotations are required.
 - c. Normal Working Hours. All emergency purchases occurring during normal working hours are processed through the Purchasing Department as follows:
 - i. The using department will notify the purchasing office by telephone immediately, with as much information as possible about the emergency purchase required, so that the

- purchasing action can be initiated immediately.
- ii. Simultaneously, a purchasing requisition is prepared and hand carried through the normal channels.
 - iii. The Purchasing Department or using department head contacts as many vendors as are necessary to arrange the emergency purchase. If time permits, the PO is completed in accordance with Procedure 6.04.06. Otherwise, the purchase is completed by telephone, and the PO is completed after the fact and delivered to the vendor.
 - iv. The buyer requests expedited delivery, and if not available, the using department or Purchasing arranges to pick up the emergency purchase from the vendor.
- b. Evenings, Weekends and Holidays. For other than normal working hours, when purchasing support is unavailable, emergency purchases shall be processed as follows:
- i. The responsible official of the using department takes whatever steps are necessary to procure needed supplies, services or equipment to relieve the emergency situation. If possible, only those goods or services needed during the evening, weekend or holiday are procured.
 - ii. On the first working day following the emergency, the responsible official prepares a requisition and hand-carries it to the purchasing office, as described in Procedure 9.01.02 (d)(ii), above, attaching the invoices, bills for materials, receipts or other documents related to the purchase.
- c. Certification. The official in charge of the using department must certify in writing on the next business day, or as soon thereafter as possible, that the purchase involved was necessary because of one of the reasons listed in Procedure 9.01.01.
- d. Commissioners Court Approval. If a competitive bid would normally have been required under Article VII hereof to accomplish the purchase, the Commissioners Court must, by order, accept the certification of the official and enter it into the minutes of the Commissioners Court at its next meeting, together with authorization of the exception from the requirements of Article VII.

9.02. **Sole Source Defined, Procedures.**

- 9.02.01. A purchase qualifies as a “Sole Source” purchase when the item or service requested can only be obtained from one source, including:
- a. items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;
 - b. films, manuscripts or books;
 - c. electric power, gas or other utility services;
 - d. captive replacement parts or components for equipment.

- 9.02.02. Sole Source purchases are handled the same as other purchases, with these exceptions:
- a. If the requesting department determines that the item is a Sole Source item, a statement must be attached to the Form HCPD-01 stating that a sufficient number of vendors have been contacted to determine that only one practical source of supply exists, or stating other reasons why only one source of supply exists. The Requisition is otherwise completed in the normal manner.
 - b. If the Purchasing Department concurs that the item is a Sole Source purchase, a similar statement must also be attached to the Requisition. If the Purchasing Department does not concur, the Requisition is to be returned to the requesting department with an explanation of the reasons therefor.
 - c. For Sole Source purchases in amounts which otherwise require competitive bidding under Article VII hereof, the Purchasing Agent shall tender to the Commissioners Court a signed statement stating the reasons that the item is a Sole Source purchase. If the Commissioners Court concurs that the item is a Sole Source purchase, it shall, by order, enter the statement into its minutes, and grant an exception from the requirements of Article VII.
 - d. Purchases of items described in Procedure 9.02.01(d) are hereby deemed Sole Source, and are exempted from the requirements of these Procedures.
 - e. After the Requisition is approved, a PO is prepared in accordance with Procedure 6.04.06.

9.03. **Other Exempt Purchases.** In addition to emergency and Sole Source purchases, the following purchases may be exempted from the procedures outlined in Article VII, and the procedures outlined in Article VIII, provided that, for purchases falling under Article VII, an order of the Commissioners Court is entered authorizing the exception, and for purchases falling under Article VIII, the Purchasing Agent approves the exception in writing:

- 9.03.01. A personal or professional service (note prohibitions on competitive bidding for professional services contained in the Professional Services Procurement Act, Tex. Govt. Code Ch. 2254, Subch. A);
- 9.03.02. Any work performed and paid for by the day, as the work progresses;
- 9.03.03. Any land or right-of-way (including a lease of land or a building, in accordance with Attorney General Opinion No. MW-535 (1982));
- 9.03.04. Any item of food, provided, however, that in lieu of competitive bidding for purchases over \$5,000.00, the procedures outlined in Procedure 8.03 are followed at intervals established by the Commissioners Court;
- 9.03.05. Personal property sold at an auction by state licensed auctioneer, at a going out of business sale conducted in accordance with Texas Business & Commerce Code Chapter 17, Subchapter F, or by a political subdivision of this state, or an entity of the federal government;

- 9.03.06. Any work performed under a contract for community and economic development made by a county under Tex. Loc. Govt. Code § 381.004; or
- 9.03.07. The renewal or extension of a lease or of an equipment maintenance agreement if (a) the lease or agreement has gone through the competitive bidding or quote procedures within the preceding twelve (12) months; (b) the renewal or extension does not exceed one year; and (c) the renewal or extension is the first renewal or extension of the lease or agreement.

X. Cooperative Purchasing.

10.01. **State Cooperation.** The requirements of Article VII and Article VIII may be satisfied by compliance with the procedures and requirements of Tex. Loc. Govt. Code §§ 271.081-271.083.

10.02. **Local Cooperation.** The County shall, whenever advantageous to do so, enter into cooperative purchasing arrangements with other local governments pursuant to the Interlocal Cooperation Act, Tex. Govt. Code Ch. 791. In the event such an arrangement is made, purchases thereunder shall be made in accordance with the more strict requirements of relevant statutes and purchasing policies. For example, the County is not required to address the issue of Historically Underutilized Businesses (“HUBs”), but municipalities must do so in purchases over \$3,000.00; therefore, in a cooperation agreement with a municipality, purchases over such amount must follow state statutes governing the use of HUBs.

XI. Bonds.

11.01. **May Be Required.** The County may, and if mandated by statute, shall, require a bid bond, a performance bond and/or a payment bond, to the extent permitted by applicable state statutes, for any contract by including such requirement in the bid specifications or request for proposals. Any such bond so required shall be executed with a surety company authorized to do business in the State of Texas.

11.02. **Bid Bond.** If a contract is for the construction of public works or is a contract exceeding One Hundred Thousand Dollars (\$100,000.00) the bid specifications or request for proposals may require the bidder to furnish a good and sufficient bid bond in the amount of five percent (5%) of the total price.

11.03. **Payment and Performance Bond--Permissive.** In the event the contract exceeds Fifty Thousand Dollars (\$50,000.00) and is not covered by Procedure 11.06, the County may require the successful bidder to furnish a payment bond and a performance bond to the County in the full amount of the contract within thirty (30) days after the date of signing of the contract or issuance of a Purchase Order following the acceptance of a bid or proposal, but in any event prior to the commencement of actual work.

11.04. **Contracts Less Than \$50,000.00.** In the event the contract is for Fifty Thousand Dollars (\$50,000.00) or less, the County may provide in the bid notice or request for proposal that no

money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

11.05. **Regulated Bidder--No Performance or Bid Bond.** A bidder or proposal offerer whose rates are subject to regulations by a state agency may not be required to furnish a performance bond or a bid bond.

11.06. **Performance and Payment Bond--Mandatory.** If a contract is for the construction, alteration or repair of public buildings or public works, the bid specifications *shall* require a performance bond for a contract in excess of One Hundred Thousand Dollars (\$100,000.00) and *shall* require a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

NOTE: On August 31, 1999 Commissioners' Court approved a revision to the Hidalgo County Purchasing Policies and Procedures, Section VII, Competitive Bidding, Article 7.01, Bidding Required, from \$15,000 limit to \$25,000 pursuant to Senate Bill 1669, effective September 1, 1999. (Texas Local Government Code Chapter 262, §262.023).

2013-2014
VENDOR'S LIST FOR
HIDALGO COUNTY
(OWNED)

VEHICLES / EQUIPMENT / HEAVY EQUIPMENT / MACHINERY – PARTS & REPAIRS

Vendor No.	Company Name	Address	City
347612	A-1 Auto Glass LLC	517 N. 10 th St.	McAllen
000426	Aamatic Transmissions	616 S. 23 rd .	McAllen
371823	Aamco Transmissions	120 S. 23 rd .	McAllen
089885	Action Hydraulic Hoses, Etc.	1010 W. Kika De La Garza	Mission
318108	American Machine Shop & Pumps	2120 E. Richardson	Edinburg
001864	Amigo Implement Company, Inc.	304 W. Monte Cristo Rd.	Edinburg
001961	Anderson Equipment Co. Inc.	P. O. Box 662	Pharr
003166	Barbee-Neuhaus Impl Co.	2000 E. Expressway 83	Weslaco
096822	Bert Ogden Chevrolet, Inc.	1400 E. Expressway 83	Mission
323144	Bert Ogden McAllen Motors, Inc.	P. O. Box 3098	McAllen
003654	Bert Ogden Motors, Inc.	4221 S. Hwy. 281	Edinburg
291277	Bert Ogden RGV RV Center, Inc.	1400 E. Expressway 83	Mission
004014	Boggus Motor Sales L.P.	1400 E. Highway 83	McAllen
004057	Border Engine Rebuilders	100 International Blvd.	Weslaco
4537	Burton Auto Supply, Inc.	P. O. Box 2201	Decatur, AL
43265	Camco Wheel & Axle	P. O. Box	Pharr
284041	Carrillo Investments, Inc. d/b/a Vic's Auto Rebuilders		Pharr
006041	Charles Clark Chevrolet Co.	P. O. Box 938	McAllen
213861	Collision Masters Auto Body Shop d/b/a Tow Masters Wrecker		Mission
387967	Collision Specialist	3705 N. 10 th	McAllen
247774	D & R Glass etc. Inc. d/b/a Glass Etc.		McAllen
353787	Doggett Equipment Services Group LTD	D/B/A Toyota Lift of Texas	Houston
324493	Doggett Heavy Machinery Services LTD	705 E. Nolana Loop	Pharr
383244	Eagle Automotive	9128 N. 23 rd	McAllen Texas

326577	E. R. Paint Shop	2420 W. Monte Cristo Rd.	Edinburg
174181	Edinburg Machine Shop		Edinburg
227153	Economy Tires & Wheels	100006 N. Moorefield	Mission
011266	Ernie's Service LLC	1912 N. Cage	Pharr
349631	Falcon Seal & Supply	P. O. Box 2643	McAllen
344699	Fiesta Chevrolet, Inc.	4002 S. Expressway 281	Edinburg
248649	FleetPride	P. O. Box 847118	Dallas
013129	French-Ellison Truck Center, LTD	4300 N. Cage St.	Pharr
013161	Fuel Injection Service Inc.	3401 N. Cage	Pharr
231266	G & S Glass LLC	616 N. Closner	Edinburg
	GCR Tire Centers	All available	County/State wide
242101	H & V Equipment, Inc.	P. O. Box 909	Progreso
252468	Hacienda Ford	3010 W. University	Edinburg
094366	Holt Texas LTD d/b/a Holt Cat	P. O. Box 911975	Dallas
279838	Interstate All Battery Centers	2302 Red River Dr.	Mission
259969	Interstate Battery of Texas Valley	5510 N. Cage Blvd. Ste. R	Pharr
179442	Ivan's Automotive	2245 S. Closner	Edinburg
309125	J & M Hydraulics	P. O. Box 1319	Mercedes
279315	Jesse's Radiator & Muffler Shop	617 N. Airport Dr.	Weslaco
306878	Jesse's Radiator & Muffler Shop	440 W. Bus. Hwy. 83	San Juan
181218	Jesse's Star Muffler & Truck Accessories	300 N. McColl Rd.	McAllen
169757	Kip's Kwik Lube Center, Inc.	P. O. Box 532189	Harlingen
192503	Lima's Auto Repair	2601 W. Auburn Ave.	McAllen
379352	M & J Auto Parts	2701 N. McColl Rd	Hidalgo
164755	Mares Windshield/Glass	505 E. Schunior	Edinburg
125334	Mingo's Car Clinic	510 N. Closner	Edinburg
24996	Mission Auto Electric, Inc.	P. O. Box 578	Mission
401960	Mission Quick Lube	2001 N. Conway	Mission
275506	Mobile Relays Partners, LTD	P. O. Box 1808	McAllen
352799	Norfoxx Refrigeration Inc.	415 Texas Ave. Ste. A	Round Rock
195545	Nueces Power Equipment	P. O. Box 4789	Corpus Christi
221945	O'Rielly Auto Parts	233 S. Patterson	Springfield, MO
374059	Pasargad, LLC	4005 W. US Hwy. 83	McAllen

370045	Peña's Spray on Bedliners	6912 Loma Linda	Mission
150797	Petroleum Solutions, Inc.	P. O. Box 2346	McAllen
91987	Pueblo Tires & Service		McAllen
315486	Radiadores Del Valle	9514 N. FM 1015	Mercedes
156876	Ram Truck Service, Inc.	2500 W. Expressway 83	Mission
299715	Raul Longoria Radiator Shop	3302 S. Raul Longoria Rd.	Edinburg
377627	Rene's Starter & Alternator Remanufacturing	P. O. Box 3303	Mission
174343	Reyes Tarp & Tents	802 W. State	Pharr
216607	Rio Hydraulic Sales & Service	1213 E. Tamarack	McAllen
283797	Romco Equipment Co.	P. O. Box 841496	Dallas
294098	Royal Automotive	294098	Pharr
218332	Rush Equipment Centers Of Texas, Inc.	10100 N. Loop East	Houston
269123	Rush Truck Center of Texas, LP	Department 1265	Birmingham, AL
93963	Safety Kleen Systems, Inc.	P. O. Box 650509	Dallas
33766	Sea Garden Sales d/b/a SGS, Ind.	2771 Robindale	Brownsville
033871	Seiver Implement Co. Inc.	P. O. Box 699	Donna
311987	Sepulveda's Auto Service #2	2204 Olmo Ave.	San Juan
034754	South Hi Way Garage Inc.	2325 S. Hwy. 281	Edinburg
34797	South Texas Communications	P. O. Box 3712	McAllen
204803	South Texas Freightliner, Inc.	P. O. Box 2201	Decatur, AL
035173	Spikes Motor Company	P. O. Drawer 393	Mission
213039	Stewart & Stevenson Services Inc.	601 W. 38 th /P. O. Box200441	Houston
372854	Stutz Auto Service Inc.	2408 W. Pecan Blvd.	McAllen
135224	Summit Manufacturing Inc.	P. O. Box 626	Mission
336319	Superior Oil Express	1704 S. Sugar Rd.	Edinburg
302007	TCI Tire Centers	403 E. Expressway	Pharr
223638	Texas Tarps	P. O. Box 1109	La Blanca
037214	Texas Tool Company	309 (K) Center St.	McAllen
347078	Three Star Muffler Shop	901 E. University Dr.	Edinburg
214264	Tri-County Communications, LTD	1421 E. Pike Blvd.	Weslaco
38873	Truckers Equipment Inc.	P. O. Box 4727	Corpus Christi
132799	Valley Outdoor Power Equipment Inc.	1012 E. Ferguson	Pharr
197807	Valley Volvo Truck Center	P. O. Box 1090	Pharr

206571	Vermeer Equipment of Texas, Inc.	P. O. Box 224991	Dallas
208078	Video Sound & Light Enterprises, Inc.	3716 S. US Hwy. 281	Edinburg
078344	Weeks Martin Implement Co., Inc.	P. O. Box 910	Mission
268755	Weldinghouse	705 N. Navigation	Corpus Christi
179701	Weslaco Ford-Mercury Inc.	800 E. Expressway 83	Weslaco
041424	Weslaco Motors	2401 E. Expressway 83	Weslaco
220833	Windshield Xpress	101 E. Warren St.	Pharr

Revised 1/2/2014mf

AI-42414

Closed Session 17. C.

CC REGULAR

Meeting Date: 01/07/2014

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-2135-13-E; Esperanza G. Garcia v. Hidalgo County

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/18/2013 02:15 PM
Purchasing Department	Monica Badillo	01/03/2014 05:25 PM
Form Started By: Monica Badillo		Started On: 12/18/2013
	Final Approval Date: 01/03/2014	

AI-42413

Open Session 18. C.

CC REGULAR

Meeting Date: 01/07/2014

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

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